

*Minute Action*

AGENDA ITEM: 13

**Date:** January 6, 2009

**Subject:** Project Development of the Lenwood Road Grade Separation Project

- Recommendation:**\*
1. Approve budget amendment to create a new Task No. 88110000, Lenwood Road Grade Separation, in the amount of \$2,000,000 for the 2009/2010 fiscal year.
  2. Approve allocation of \$935,108 from the Measure I 2010-2040 North Desert Major Local Highway (MLH) program to the Lenwood Grade Separation Project.
  3. Approve Cooperative Agreement No. C10042 with the City of Barstow and San Bernardino County for Rail-Highway Grade Separation Project at Lenwood Road BNSF in the amount of \$2,500,000.
  4. Approve Professional Services Agreement No. C10043 with URS Corporation Americas for Delivery of Project Approval/Environmental Document (PA/ED) and Plans, Specifications and Estimates (PS&E), including right of way engineering and support for the Lenwood Road Grade Separation Project in the amount of \$3,115,108.

**Background:** This is a new project task, a new cooperative agreement, and a new professional services agreement. In May 2008, the City of Barstow issued a Request for Proposals (RFP) for the completion of PA/ED and PS&E for a grade separation over BNSF tracks at Lenwood Road. At that time, the City had \$4.2 million in federal funds programmed for the engineering phase of the project and

*Approved  
Board of Directors*

*Date:* \_\_\_\_\_

*Moved:*

*Second:*

*In Favor:*

*Opposed:*

*Abstained:*

*Witnessed:* \_\_\_\_\_

\$6.694 million programmed in the state Transportation Corridor Improvement Fund (TCIF) for construction. The existing baseline agreement between the City, County, Caltrans and the California Transportation Commission (CTC) for the TCIF funding includes milestone target dates for right-of-way certification and construction completion that must be met to remain eligible for the \$6.694 million in construction funds. The City conducted a competitive consultant selection process and selected URS to perform the project development work for the project. Cognizant of the TCIF schedule requirements for the project, the City proceeded to award URS a professional services contract in October 2008, unaware that the federal funding for engineering work on the project had not yet been authorized through Caltrans Local Assistance office. After the project had already begun, the City ordered URS to stop work while the federal funding issue was being resolved. This delay further tightened the TCIF schedule and placed the \$6.694 million of state TCIF funds at risk.

After Caltrans Local Assistance determined that the City would have to issue a new RFP and carry out a second procurement process for the federal funds to be eligible for engineering work, the City and County agreed to move the federal funds to the construction phase of the project. The County agreed to advance \$2.5 million of their Measure I local funds from the construction phase to the engineering phase in order to keep the project moving forward.

The City and the County also identified funding from the 2010-2040 Measure I Major/Local Highways (MLH) program to fund a portion of the engineering phase for the project. On October 16, 2009, the SANBAG Mountain/Desert Committee approved the master list of eligible projects for the MLH in which the Lenwood Grade Separation Project was included under the North Desert subarea for the MLH list of priority projects. It should be noted that the Lenwood Road Grade Separation project was the only project proposed for the North Desert subarea. As it was mentioned in the October 2009 Mountain/Desert Committee meeting, SANBAG staff expects to submit an allocation request to the SANBAG Board of Directors in early 2010 for approval; however, because it is essential to keep this project moving forward, SANBAG staff is recommending that the SANBAG Board of Directors approve the allocation of \$935,108 for the Lenwood Grade Separation Project from the MLH program as part of this item.

With the TCIF funds at risk, both agencies requested that SANBAG manage the project development work through the PS&E phase, counting on SANBAG's experience in managing grade separation projects to attain TCIF baseline schedule milestones and salvage these state funds. The subject cooperative agreement defines the funding commitments made by the City and County and outlines the roles and responsibilities of the parties in completing the PA/ED and PS&E phases of project development. In addition to the MLH funds requested for

allocation, SANBAG will be reimbursed by the City and County for all project costs up to the amount of \$2,500,000. Combined, these funds total \$3,435,108 and include the amount of the subject URS professional services contract (\$3,115,108) and SANBAG's internal costs of managing the project (\$320,000). A copy of the cooperative agreement is attached.

To maintain managerial control over the project, SANBAG staff did not want to manage the professional services contract as a third party to the City agreement with URS. Therefore, it is recommended that SANBAG enter into the subject professional services agreement with URS in an amount not to exceed \$3,115,108, which represents the value of remaining work and contingencies under the existing City contract for project development work. After the SANBAG contract with URS is executed, the City will terminate its contract with URS. Staff contacted URS and has verified that the consulting firm is amenable to the proposed arrangements for completing the remaining environmental and design work on the project. A copy of the professional services contract with URS is attached.

A FY 09/10 budget amendment is required to establish the new task and authorize a budget of \$2,000,000 for the current fiscal year. For FY 09/10 the funding will be provided by the County of San Bernardino.

***Financial Impact:*** This item is not consistent with the Fiscal Year 2009/10 Budget. This item would establish a new Task No. 881, Lenwood Road Grade Separation, which will be funded through Fiscal Year 2009/10 with \$2,000,000 of San Bernardino County portion of Measure I funds. Future fiscal year funding in the amount of \$935,108 will be from Measure I 2010-2040 North Desert MLH funds.

***Reviewed By:*** This item was reviewed and approved by the Mountain/Desert Committee on November 20, 2009. SANBAG Counsel has reviewed and approved the agreement as to form.

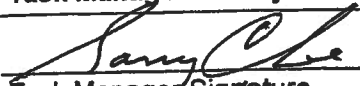

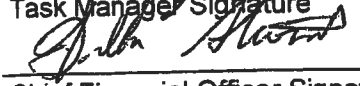
***Responsible Staff:*** Garry Cohoe, Director of Freeway Construction

SANBAG Contract No. C10142  
by and between  
San Bernardino County Transportation Authority  
and  
San Bernardino County and the City of Barstow  
for

**Rail-Highway Grade Separation Project at Lenwood Road BNSF**

FOR ACCOUNTING PURPOSES ONLY							
<input type="checkbox"/> Payable  <input checked="" type="checkbox"/> Receivable	Vendor Contract # <u>TBD</u> Vendor ID <u>SBD</u>	Retention: <input type="checkbox"/> Yes ____ % <input checked="" type="checkbox"/> No	<input checked="" type="checkbox"/> Original <input type="checkbox"/> Amendment				
Notes: Measure I 2010-2040 MLH is contributing \$1,025,108.							
Original Contract:                \$ <u>2,500,000</u>  Contingency / Allowance Amount                \$ <u>0</u>		Previous Amendments                \$ ____ Previous Amendments                \$ ____ Contingency / Allowance Total: Current Amendment:                \$ ____ Current Amendment Contingency / Allowance:                \$ ____  Contingency Amount requires specific authorization by Task Manager prior to release.					
<b>Contract TOTAL ►</b>						<b>\$ <u>2,500,000</u></b>	
* Funding sources remain as stated on this document unless and until amended by proper authority. Funding sources are those which are ultimately responsible for the expenditure. ▼ Include funding allocation for the original contract or the amendment							
Main Task/ Project	Level 1	Level 2	Cost Code/ Object	Grant ID/ Supplement	Funding Sources/ Fund Type (Measure I, STP, CMAQ, etc.)	Amounts for Contract Total or Current Amndmnt Amt	
<u>881</u>	<u>620</u>	<u>000</u>	<u>52005</u>	<u>41405</u>	<u>San Bernardino County</u>	<u>\$ 2,500,000</u>	
						\$ ____	
Original Board Approved Contract Date:				<u>1/6/10</u>	Contract Start: <u>1/7/10</u>		Contract End: <u>07/3/13</u>
New Amend. Approval (Board) Date:					Amend. Start: ____		Amend. End: ____
Allocate the <b>Total Contract Amount</b> or <b>Current Amendment</b> amount between <b>Approved Budget Authority</b> in the current year and <b>Future Fiscal Year(s) Unbudgeted Obligation</b> .							
<b>Approved Budget Authority ►</b>		Fiscal Year: <u>09/10</u> \$ <u>2,000,000</u>		<b>Future Fiscal Year(s) – Unbudgeted Obligation ►</b>		\$ <u>500,000</u>	
<input type="checkbox"/> Budget authority for this contract currently exists in Task No. ____ (C-Task may be used here.). <input checked="" type="checkbox"/> A budget amendment is required. A Budget Amendment Request is attached.							

CONTRACT MANAGEMENT	
<b>Check all applicable boxes:</b>	
<input checked="" type="checkbox"/> Intergovernmental <input type="checkbox"/> Private <input type="checkbox"/> Federal Funds <input checked="" type="checkbox"/> State/Local Funds <input type="checkbox"/> Disadvantaged Business Enterprise (DBE) <input type="checkbox"/> Underutilized DBE (UDBE)	

<b>Task Manager:</b> Garry Cohoe	<b>Contract Manager:</b> Khalil Saba
 Task Manager Signature	 Contract Manager Signature
 Chief Financial Officer Signature	Date: <u>12/17/09</u> Date: <u>12/17/09</u>

C10142

**COOPERATIVE AGREEMENT NO. 10142  
BETWEEN**

**SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY**

**AND**

**CITY OF BARSTOW**

**AND**

**COUNTY OF SAN BERNARDINO**

**FOR**

**Rail-Highway Grade Separation Project at Lenwood Road BNSF**

THIS COOPERATIVE AGREEMENT ("Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2010 by and between the San Bernardino County Transportation Authority (hereinafter referred to as "AUTHORITY"), the City of Barstow (hereinafter referred to as "CITY") and the County of San Bernardino (hereinafter referred to as "COUNTY").

**WITNESSETH**

WHEREAS, AUTHORITY, COUNTY, and CITY desire to proceed with project development work, including the preparation of preliminary engineering, environmental, and final design work ("Project Development Work") for the Lenwood Road Railroad Grade Separation Project (hereinafter referred to as the "PROJECT"); and

WHEREAS, COUNTY and CITY desire that AUTHORITY provide Project Management and Oversight Services ("Management and Oversight Services") for the Project Development Work for PROJECT as described in this Agreement; and

WHEREAS, the PROJECT is partially (50%) within the unincorporated area of the COUNTY and partially (50%) within the incorporated area of the CITY, and will be of mutual benefit to the COUNTY and the CITY; and

WHEREAS, AUTHORITY, COUNTY and CITY desire to set forth responsibilities and obligations of each as pertains to the proposed Project Development Work for the PROJECT; and

WHEREAS, the CITY has performed Management and Oversight Services for the Project Development Work to date on the PROJECT; and

WHEREAS, the CITY's funds for its share of the Project Development Work are not available and COUNTY and CITY are willing to agree that COUNTY will advance to the CITY, a portion of the CITY's share of Project Development Work costs in exchange for

C10142

a CITY credit to the COUNTY for future right-of-way and/or construction costs of the PROJECT for all payments advanced by COUNTY, subject to certain conditions; and

WHEREAS, a future written agreement between the COUNTY and CITY will define the responsibilities and obligations for the right-of-way and construction phases of the PROJECT.

NOW, THEREFORE, AUTHORITY, COUNTY and CITY agree to the following:

## SECTION I

### AUTHORITY AGREES TO:

- 1.1 Provide Management and Oversight Services for the Project Development Work for PROJECT as described in Attachment "A" of this Agreement, ensuring that work is performed in accordance with all applicable CITY, COUNTY and Caltrans requirements and guidelines, and that all environmental documentation is prepared to the most current federal and state guidelines under the National Environmental Policy Act (NEPA) and the California Environmental Quality Act (CEQA).
- 1.2 Enter into an Agreement with URS Corporation, who is currently providing Project Development Work for PROJECT, to continue to provide such services.
- 1.3 Coordinate with and obtain concurrence from COUNTY and CITY staff on environmental and engineering reports, documents drawings, specifications, and scope changes for PROJECT.
- 1.4 Submit to the CITY and COUNTY, on a monthly basis, an itemized accounting of actual Project Development Work costs billed to the PROJECT to date and an invoice for both CITY's and COUNTY's share of the Project Development Work costs, including copies of approved invoices for URS Corporation's performance under the professional services contract to perform Project Development Work with AUTHORITY and AUTHORITY'S costs in providing Management and Oversight Services for the Project Development Work, all in an amount not to exceed \$3,525,108. At a minimum, the AUTHORITY shall provide adequate documentation to substantiate the costs included in the invoice such as labor rates and adequate documentation of any other expenses incurred by AUTHORITY.
- 1.5 Utilize 2010-2040 Measure I North Desert Major Local Highway Program funds for Project Development Work expenditures over \$2,500,000 as identified in Attachment "B".
- 1.6 Include CITY and COUNTY in Project Development Team (PDT) meetings and related communications on project progress and to provide at least quarterly schedule updates to CITY and COUNTY.
- 1.7 Obtain approval from the CITY and COUNTY prior to approving any increase in project scope and/or project costs.

## SECTION II

### CITY AGREES TO:

- 2.1 To terminate its existing professional services contract with URS Corporation for performance of the Project Development Work for PROJECT following AUTHORITY executing a separate professional services contract with URS Corporation for performance of the Project Development work for PROJECT..
- 2.2 Present a letter to AUTHORITY, signed by the CITY's City Engineer, stating that CITY's local competitive selection process was used in selecting consultant URS Corporation to perform the Project Development Work for PROJECT.
- 2.3 Be the Lead Agency under CEQA.
- 2.4 Be responsible for 50% of AUTHORITY's Management and Oversight Services costs incurred in managing the Project Development Work for PROJECT, pursuant to Paragraph 1.1, in an amount estimated at \$160,000, and be responsible for a portion of the Project Development Work costs associated with the PROJECT in the amount estimated at \$1,451,950 for a total not to exceed amount of \$1,611,950 as identified in Attachment "B".
- 2.5 The CITY's share of costs described by paragraph 2.4 will be partially offset by the COUNTY's unpaid share of \$361,950 for Project Development Work already completed to date by the CITY as identified in Attachment "B". Since COUNTY will advance up to \$888,050 of CITY's share of Project Development Work Costs as further described in paragraph 3.3 and identified in Attachment "B", CITY shall credit COUNTY's share of future right-of-way and/or construction costs of the PROJECT for all payments advanced by COUNTY.
- 2.6 Review and comment on AUTHORITY's invoice for Project Development Work costs as described in paragraph 1.4 within 15 days of receipt of a complete and satisfactory invoice package, which shall include all back up and support materials required to substantiate the invoice.
- 2.7 Issue encroachment permits to AUTHORITY and/or its assigned agents, free of charge, upon proper application by AUTHORITY, granting right of entry to CITY's property where the PROJECT will be constructed for the purpose of conducting environmental, survey and design work.
- 2.8 Designate a qualified representative who shall have the authority to discuss and resolve issues concerning the Project Development Work with AUTHORITY.
- 2.9 Participate with AUTHORITY and/or the PROJECT Consultant(s) in all phases of the Project Development Work, including review and approval of all work performed under the Project Development contract.

### SECTION III

#### COUNTY AGREES TO:

- 3.1 Be responsible for 50% of AUTHORITY's Management and Oversight Services costs incurred in managing the Project Development Work for PROJECT, pursuant to Paragraph 1.1, in an estimated amount of \$160,000 and be responsible for a portion of the Project Development Work costs associated with the PROJECT estimated amount of \$1,451,950 for a total not to exceed amount of \$1,611,950 as identified in Attachment "B".
- 3.2 Review and comment on Authority's invoice for Project Development Work costs as described in paragraph 1.4 within 15 days of receipt a complete and satisfactory invoice package, which shall include all back up and support materials required to substantiate the invoice.
- 3.3 For expenditures up to \$2,500,000, reimburse AUTHORITY within 30 days of receipt of invoice for COUNTY's and CITY's share of Project Development Work costs and AUTHORITY's Management and Oversight Services costs as identified in Attachment "B".
- 3.4 Advance a portion of CITY's 50% share for Project Development Work costs as identified in Attachment "B", in the amount of \$888,050, in exchange for a CITY credit to the COUNTY for future right-of-way and/or construction costs for the PROJECT for all costs advanced by the COUNTY. For purposes of this Agreement, "advance" shall mean the reimbursement by COUNTY of a portion (\$888,050) of CITY's 50% share of AUTHORITY's PROJECT costs through COUNTY's share of Measure I Funds. For the purposes of this Agreement, "credit" shall mean CITY reimbursing COUNTY the funds (\$888,050) "advanced" by COUNTY for CITY's share under this agreement by crediting COUNTY for a portion of the COUNTY's share of the future right-of-way and/or construction costs of the PROJECT.
- 3.5 Issue encroachment permits to AUTHORITY and/or its assigned agents, free of charge, upon proper application by AUTHORITY, granting right of entry to COUNTY's property where the PROJECT will be constructed for the purpose of conducting environmental, survey and design work.
- 3.6 Provide a qualified representative who shall have the authority to discuss and resolve issues concerning the Project Development Work with AUTHORITY.
- 3.7 Participate with AUTHORITY and/or the PROJECT Consultants in all phases of the Project Development Work, including review and approval of all work performed under the Project Development contract.



## SECTION IV

### IT IS MUTUALLY AGREED:

- 4.1 If CITY determines not to proceed with the PROJECT, in its sole discretion, this Agreement may be terminated by CITY, and CITY shall not be responsible for reimbursing COUNTY for any costs advanced on behalf of CITY or for costs due to AUTHORITY for Management and Oversight Services.
- 4.2 If CITY determines not to proceed with the PROJECT, in its sole discretion, COUNTY shall be responsible for reimbursing AUTHORITY for any unpaid balances of costs for providing Management and Oversight Services on project up to the date of termination of this Agreement by CITY.
- 4.3 If CITY determines not to proceed with the PROJECT, in its sole discretion, COUNTY shall be responsible for repayment of any grant funding used to pay PROJECT costs.
- 4.4 The Federal Highway Administration (FHWA) will be the designated National Environmental Protection Act (NEPA) Lead Agency for PROJECT.
- 4.5 That CITY has been responsible for the Project Development Work and Management and Oversight Services and to date the CITY has expended funds in the amount of \$723,900 (\$513,900 for Project Development Work and \$210,000 for Management and Oversight Services). This amount shall be credited towards the CITY's share of Project Development Work costs of the PROJECT as identified in Attachment "B".
- 4.5 Eligible PROJECT reimbursements shall include only those costs incurred by PROJECT-specific work activities that are described in this Agreement and shall not include escalation, interest, or other fees.
- 4.6 Neither AUTHORITY nor any officer or employee thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by CITY and/or COUNTY under or in connection with any work, authority or jurisdiction delegated to CITY and/or COUNTY under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, CITY and or COUNTY shall fully defend, indemnify and save harmless AUTHORITY, its officers and employees from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by CITY and or COUNTY under or in connection with any work, authority or jurisdiction delegated to CITY and or COUNTY under this Agreement.

- 4.7 Neither CITY nor any officer or employee thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by AUTHORITY and/or COUNTY under or in connection with any work, authority or jurisdiction delegated to AUTHORITY and/or COUNTY under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, AUTHORITY and or COUNTY shall fully defend, indemnify and save harmless CITY, its officers and employees from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by AUTHORITY and or COUNTY under or in connection with any work, authority or jurisdiction delegated to AUTHORITY and or COUNTY under this Agreement.
- 4.8 Neither COUNTY nor any officer or employee thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by CITY and/or AUTHORITY under or in connection with any work, authority or jurisdiction delegated to CITY and/or AUTHORITY under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, CITY and or AUTHORITY shall fully defend, indemnify and save harmless COUNTY, its officers and employees from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by CITY and or AUTHORITY under or in connection with any work, authority or jurisdiction delegated to CITY and or AUTHORITY under this Agreement.
- 4.9 This Agreement will terminate upon proper satisfaction of all obligations of the parties hereto as indicated and defined herein, or on December 31, 2013, whichever occurs first in time.

SIGNATURES ON FOLLOWING PAGE:

**San Bernardino County**  
**Transportation Authority**

By: \_\_\_\_\_  
Paul M. Eaton, President  
AUTHORITY Board of Directors

Date: \_\_\_\_\_

APPROVED AS TO FORM AND  
PROCEDURE:

By: \_\_\_\_\_  
Jean-Rene Basle  
AUTHORITY Counsel

**County of San Bernardino**

By: \_\_\_\_\_  
Gary Ovitt  
Chairman

Date: \_\_\_\_\_

APPROVED AS TO FORM AND  
PROCEDURE:

By: \_\_\_\_\_  
County Attorney

**City of Barstow**

By: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM AND  
PROCEDURE:

By: \_\_\_\_\_

## **Attachment A**

### **Rail-Highway Grade Separation Project at Lenwood Road BNSF**

#### **Project Scope and Cost for PA/ED and PS&E for**

#### **Railroad Grade Separation along Lenwood Road at BNSF.**

#### **Proposed Project Work:**

Authority to provide Project Management and Oversight services for the Lenwood Road Grade Separation Project and enter into Professional Services Agreement with URS Corporation for completion of environmental, survey and design work on the Lenwood Road Grade Separation Project. AUTHORITY's Scope of Work includes:

- Leading and Managing the Project Development
- Providing direction to the Consultant
- Attending Monthly Project Development Team and Special Focused Meetings
- Providing Project Coordination and Oversight Direction
- Reviewing Monthly Schedules and Progress Reports
- Reviewing Consultant Invoices and Making Progress Payments to Consultant
- Preparing Invoices for Local Agency Reimbursements
- Providing Peer and Quality Control Reviews of Engineering, Environmental, and/or Right-of Way Drawings, Reports and Studies
- Keeping the other parties informed of progress and issues

**Attachment B  
Contract No. 10142**

**Cost Summary**

	Contract	Contract Amount	Total Expenditures	Measure I 2010-2040 MLHP	Local Agency Responsibility	City of Barstow	San Bernardino County
Past Contracts	Barstow/URS	\$513,900	\$723,900	\$0	\$723,900	\$361,950	\$361,950
	Barstow/Parsons	\$210,000					
Future Contracts	SANBAG/URS	\$3,115,108	-	\$935,108	\$2,500,000	\$1,250,000	\$1,250,000
	SANBAG PM	\$320,000					
				Total		\$1,611,950	\$1,611,950
				Past Expenditures		\$723,900	\$0
				Current Balance		\$888,050	\$1,611,950
				Future Expenditures		\$0	\$2,500,000
				Credit/(Deficit)		(\$888,050)	\$888,050

**Funding Plan**

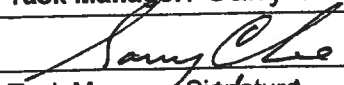
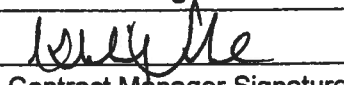
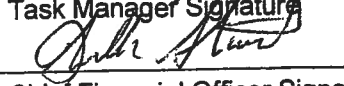
	2009/2010	2010/2011	2011/2012	Totals
Measure I (County)	\$ 2,000,000	\$ 500,000	\$ -	\$ 2,500,000
Measure I 2010-2040 North Desert MLH Program	\$ -	\$ 665,000	\$ 270,108	\$ 935,108
	\$ 2,000,000	\$ 1,165,000	\$ 270,108	\$ 3,435,108

SANBAG Contract No. **C10143**  
by and between  
**San Bernardino County Transportation Authority**  
and  
**URS Corporation Americas**  
for

**Delivery of PA/ED and PS&E, including R/W engineering and support for Lenwood Road Grade Separation Project**

<b>FOR ACCOUNTING PURPOSES ONLY</b>							
<input checked="" type="checkbox"/> Payable  <input type="checkbox"/> Receivable	Vendor Contract # <u>TBD</u> Vendor ID <u>URS</u>	Retention: <input type="checkbox"/> Yes ____ % <input checked="" type="checkbox"/> No	<input checked="" type="checkbox"/> Original  <input type="checkbox"/> Amendment				
Notes: SANBAG will pay invoices on this contract from Measure I funds and be reimbursed by San Bernardino County and City of Barstow in accordance with C10142. The City and County are responsible for the contract amount plus contingencies.							
Original Contract:                    \$ <u>2,540,649</u>  Contingency / Allowance Amount                    \$ <u>574,459</u>		Previous Amendments                    \$ ____ Previous Amendments                    \$ ____ Contingency / Allowance Total: Current Amendment:                    \$ ____ Current Amendment Contingency / Allowance:                    \$ ____					
Contingency Amount requires specific authorization by Task Manager prior to release.							
<b>Contract TOTAL ►</b>							<b>\$ <u>3,115,108</u></b>
* Funding sources remain as stated on this document unless and until amended by proper authority. Funding sources are those which are ultimately responsible for the expenditure.							
▼ Include funding allocation for the original contract or the amendment							
Main Task/Project	Level 1	Level 2	Cost Code/Object	Grant ID/Supplement	Funding Sources/ Fund Type (Measure I, STP, CMAQ, etc.)	Amounts for Contract Total or Current Amndmnt Amt	
<u>881</u>	<u>620</u>	<u>000</u>	<u>52005</u>	<u>41405</u>	<u>San Bernardino County</u>	<u>\$ 2,180,000</u>	
<u>881</u>	<u>620</u>	<u>000</u>	<u>52005</u>	<u>99056</u>	<u>Measure I 2010-2040 MLH</u>	<u>\$ 935,108</u>	
Original Board Approved Contract Date:				<u>1/6/10</u>	Contract Start: <u>1/18/10</u>	Contract End: <u>07/3/13</u>	
New Amend. Approval (Board) Date:				_____	Amend. Start: _____	Amend. End: _____	
Allocate the <b>Total Contract Amount</b> or <b>Current Amendment amount</b> between <b>Approved Budget Authority</b> in the current year and <b>Future Fiscal Year(s) Unbudgeted Obligation</b>							
<b>Approved Budget Authority ►</b>		Fiscal Year: <u>09/10</u> <b>\$ <u>2,000,000</u></b>		<b>Future Fiscal Year(s) – Unbudgeted Obligation ►</b>		<b>\$ <u>1,115,108</u></b>	
<input type="checkbox"/> Budget authority for this contract currently exists in Task No. _____ (C-Task may be used here.).							
<input checked="" type="checkbox"/> A budget amendment is required. A Budget Amendment Request is attached.							

<b>CONTRACT MANAGEMENT</b>	
<b>Check all applicable boxes:</b>	
<input type="checkbox"/> Intergovernmental <input checked="" type="checkbox"/> Private <input type="checkbox"/> Federal Funds <input checked="" type="checkbox"/> State/Local Funds	
<input type="checkbox"/> Disadvantaged Business Enterprise (DBE) <input type="checkbox"/> Underutilized DBE (UDBE)	

<b>Task Manager:</b> Garry Cohoe	<b>Contract Manager:</b> Khalil Saba
 Task Manager Signature	 Contract Manager Signature
 Chief Financial Officer Signature	Date: <u>12/17/09</u> Date

***ATTACHMENT "A"***

**Scope of Services**

**By and between**

**San Bernardino Associated Governments/  
San Bernardino County Transportation Authority**

**And**

**URS Corporation Americas**

**for**

**Delivery of PA/ED and PS&E, including R/W engineering and support**

**for**

**Lenwood Road Grade Separation Project**

**Contract No. 10143**

## ***ATTACHMENT A***

### ***SUMMARY OF SCOPE OF SERVICES***

#### **Phase I: Preliminary Engineering and Environmental Documents**

##### **Task 1 Project Management**

###### **1.1 Meetings / Coordination**

URS will conduct Contract coordination effort, establish project communication protocol, and reporting assignments necessary to effectively and expeditiously advance the project. URS will schedule a kick-off meeting with SANBAG and other interested parties immediately after the receipt of the Notice to Proceed (NTP) to establish required project controls discussed above, and to identify the makeup of the project team.

URS will meet with SANBAG and other stakeholders at least monthly as required and as necessary to select the preferred grade separation design. URS will also schedule and attend focused design review meetings as needed to resolve specific design/coordination issues as may rise during the design development. For the purpose of this scope, it is assumed that a total of 36 PDT meetings and 10 focused team meetings will be held. URS will also attend a total of 2 meetings with the Barstow City Council at City's regularly scheduled council meetings to present grade separation alternatives and to assist the City Council in their decision to select the preferred alternative.

URS will also prepare for and attend a public meeting to present the proposed alternative and briefly discuss the other alternatives reviewed. The City of Barstow will receive and document public comments on the preferred grade separation alternative.

URS will coordinate the review and approval of the preliminary bridge type, bridge appearance, and details with SANBAG, the City of Barstow, San Bernardino County and BNSF. A total of 2 coordination meetings are anticipated to be held with all parties, for the purpose of this coordination effort.

URS will act as the project Railroad Coordinator and provide the necessary support to obtain BNSF approvals. URS will identify all agreements to be entered into between BNSF and SANBAG, the City of Barstow, and/or San Bernardino County during the PS&E stage for construction and maintenance of the improvements (C & M Agreement), including any PUC orders/agreements. A total of 2 coordination meetings are anticipated to be held with all parties involved, for this purpose.

URS will work with BNSF to initiate a railroad crossing agreement between SANBAG, the City of Barstow, San Bernardino County and BNSF. URS will provide all work descriptions, cost estimates, legal descriptions and exhibits as required for the agreement. A total of one coordination meeting is anticipated to be held with all parties involved, for this purpose.



## 1.2 Scheduling / Project Control

URS will coordinate with SANBAG, Caltrans, and other regulatory agencies to obtain the necessary technical and operational information for the preparation of the PR / ED, and other documentation. In accordance with URS's ISO 9000 Certification, a Project Implemental Plan and Project Quality Control Plan (PIP/PQCP) will be prepared at the onset of this project and submitted to SANBAG for approval. This document meets and exceeds the normal requirements for a project work plan and will be modified as necessary to fit SANBAG's needs. This task will also include developing and updating the project schedule, determining and monitoring the critical path for efficient project execution, closely monitoring the project budget, and submitting invoices on a monthly basis including a project status report. More specific activities are as follows:

- Develop, maintain, and periodically update bar chart project schedule
- Forecast dates for intermediate milestones and project completion.
- Provide a clear format to incorporate progress data on each activity.
- Prepare reports showing actual progress compared to scheduled (planned) progress, and actual cost of services performed compared to 1) budgeted costs for services performed and 2) budgeted cost for services scheduled.
- Forecast possible delays and/or resource shortages.
- Provide a basis for re-planning, including resource usage to recover from possible delays, allow schedule improvement, or accommodate other changes in the work plan.
- Prepare and submit monthly invoices and backup package including monthly progress report in a format acceptable to SANBAG.

## 1.3 Project Funding

Under this task the URS Team will assist SANBAG, the City of Barstow, and San Bernardino County in identifying and securing additional Federal and State funds for the project. The URS Team will work closely with SANBAG and Caltrans District 8 Local Assistance Engineer (DLAE) to identify possible sources for additional Federal and State funding. The URS Team will meet with these agencies to collectively explore and identify presently available programs, as well as programs that will be available in the near future. For the purposes of this scope, it is assumed that up to 3 coordination meetings will be conducted.

Once the source(s) of funding is identified, and eligibility is established, the URS Team will assist SANBAG in preparing and filling out application forms, and will submit the forms to SANBAG for their processing and submittal to the funding agencies. For the purpose of this scope, it is anticipated that two rounds of reviews and submittal are required.

## **Task 2 Preliminary Engineering**

### 2.1 Data Gathering and Site Assessment (PREVIOUSLY COMPLETED)

## 2.2 Preliminary Engineering Studies / Reports

### 2.2.1 *Aerial and Topo Mapping* (PREVIOUSLY COMPLETED)

### 2.2.2 *Field Design Surveys* (PREVIOUSLY COMPLETED)

### 2.2.3 *Traffic Forecasting and Modeling* (PREVIOUSLY COMPLETED)

### 2.2.4 *Geometric Plans for Project Alternatives*

At the onset of this task, conceptual plans will be developed for the four basic alternatives, as follows:

1. Raising Lenwood Road over the BNSF tracks and Route 66 (including a variation of raising Lenwood Road over the BNSF tracks only and creating a raised intersection with Route 66).
2. Lowering Lenwood Road under the BNSF tracks and Route 66 (including a variation of lowering Lenwood Road under the BNSF tracks only and creating a depressed intersection with Route 66).
3. Raising the BNSF tracks over Lenwood Road.
4. Lowering the BNSF tracks under Lenwood Road.

These conceptual plans will be presented to SANBAG, the City of Barstow, San Bernardino County and BNSF with the goal of narrowing down the viable alternatives to two. Because of inherent restrictions on raising or lowering the BNSF tracks, such as profile grade restrictions and operational issues including the need for extensive shoofly design, it is anticipated that these two basic alternatives would not be viable; therefore, alternatives involving Lenwood Road grade alterations are the likely candidates for further considerations.

Preliminary Geometric Plans will be developed for the two alternatives recommended for further study. Preliminary Geometric Plans will be prepared; which will include (1) Typical Sections; (2) Plan; and (3) Profiles; and will be developed to a level of detail necessary considering the need to:

- Establish environmental footprint to proceed with technical studies;
- Identify right-of-way requirements and utility impacts for Right of Way Data Sheets;
- Establish lane configurations at intersections to perform SYNCHRO operational analysis;
- Develop Project Report level cost estimates;
- Consider drainage and storm water treatment requirements;
- Consider construction staging and traffic management requirements.

These preliminary geometric plans will be presented to SANBAG, the City of Barstow, San Bernardino County and BNSF for further consideration, and will be the basis to prepare the Project Report.

2.2.5 *Value Engineering Analysis (PREVIOUSLY COMPLETED)*

2.2.6 *Construction Staging Concept Plans*

The URS Team will develop conceptual staging and detour plans for each alternative being analyzed. These conceptual plans will be used in determining the impact these alternatives have, to construction cost and schedule. The URS Team will also develop preliminary staging and detour plans for the preferred alternative to be used as part of the Project Report. URS will also coordinate review and approval of preliminary rail re-alignment and shoofly design with BNSF, if required.

2.2.7 *Preliminary Hydraulics Study*

The proposed project is located within existing floodplains as defined in FEMA's flood insurance maps. Therefore, this task will involve all activities related to delineation of floodplains for the subject areas. The developed information will be used in the Environmental Document, Draft Project Report, and Storm Water Data Report.

With this task, a review of current flood control systems including local levees and analysis of flooding at the project site will be performed. Development of 100-year flows for the subject specific area will be generated using HEC-RAS based on available topographic information. This program will be used to determine the flood levels at the location of the proposed project. Maps will be prepared showing the expected inundation levels for the site area.

URS will prepare a preliminary hydrology and hydraulics report summarizing the design assumptions and data supporting the above analyses, and provide recommendations as to the final design implementation of the proposed project. The preliminary hydraulics report will be submitted to SANBAG for review and approval.

2.2.8 *Drainage Concept Plans*

The URS will evaluate the impact of the recommended alternative on the drainage facilities or natural drainage systems within the project and recommend mitigation necessary. URS will prepare drainage concept plans for the recommended alternative, which will be the basis for the final design plans preparation.

2.2.9 *Storm Water Data Report*

The URS Team will prepare a Preliminary Storm Water Data Report (SWDR) to comply with the State's NPDES permit. Design objectives for storm water treatment will be developed based on requirements set forth by the County of San Bernardino, the Lahontan Regional Water Quality Control Board (LRWQCB), as well as Caltrans policies for protection of receiving waters. Treatment BMPs will be required for stormwater discharges to minimize the discharge of pollutants to the maximum extent practicable (MEP). At this time, however, the extent of the required BMPs and said locations are unknown.

This task will include coordination meetings with the City of Barstow National Pollutant Discharge Elimination System (NPDES) Storm Water Coordinator and the LRWQCB to obtain consensus regarding the listed pollutants at receiving waters, source of the pollutants and preliminary BMP selection. A total of 2 meetings are assumed to reach consensus on storm water quality objectives and preliminary BMPs with the stakeholders: 1) a meeting with the SANBAG Project Manager, Barstow Storm Water Coordinator, and Streets Maintenance Supervisor and 2) a follow-up meeting with the Barstow Storm Water Coordinator and SANBAG Project Manager to finalize the storm water quality objectives and preliminary BMPs.

Preparation of Storm Water Data Report will be in accordance with Caltrans Storm Water Quality Handbooks, Project Planning and Design Guide will be performed. The latest revisions to the 'Long Form' will be utilized because of the project size.

This document will address site data and stormwater quality design issues. Impacted waterways will be identified; specifically 303d listed water bodies will be presented. Beneficial uses will be identified and all existing agreements will be researched and reviewed.

Preliminary identification of proposed design pollution prevention BMPs will be done. Temporary construction site BMPs identification will be provided in concept form. Preliminary locations of BMPs along with preliminary cost estimates will be developed.

#### **2.2.10**    *Traffic Operational Analysis*

The URS Team will collect existing AM and PM peak hour traffic volumes from previous studies and recent counts and supplemented by manual turning movement and roadway segment counts. Existing volumes will be collected for Lenwood Road, Route 66, and roadway segments within the study area. The information gathered will be used to evaluate existing traffic operating conditions. The level of service analysis at the intersections will be performed using the Synchro software, which follows the Highway Capacity Methodology.

Future traffic volumes will be generated from previous studies and/or available travel demand model data and extrapolated to forecast the 20-year horizon time frame, which is anticipated to be for the year 2035. Once these forecasts are developed, they will be used to evaluate the proposed roadway improvements.

Other elements of the traffic analysis will include the evaluation of circulation patterns due to the grade separation of Lenwood Road and BNSF tracks.

The above evaluations and analyses will be documented and presented in a complete Traffic Analysis and Circulation Report. A draft report will be circulated for review and comment. Following receipt and incorporation of these comments, a final version of the report will be issued.

#### **2.2.11**    *Right-of-Way Data Sheets*

The URS Team will perform the following tasks for the Right of Way Data Sheets:

- Perform a field inspection of each alternative. Ascertain number of parcels, types of improvements, and possible problem areas.
- Estimate family sizes on residential relocations.
- Using surveys, public records, and real estate services, compile information on neighborhood characteristics, price ranges for land and improvements, housing available, minority percentages, etc.
- Compile Right of Way cost estimate for each alternative.
- Prepare a conceptual relocation study if necessary.
- Identify potential problem areas and make recommendations for possible solutions.
- Prepare a property ownership spreadsheet based on right of way maps and tax records that identify ownership for each alternative.
- Prepare a land use spreadsheet that identifies land usage along each alternative. The parcel use categories shall utilize appropriate categories, including:
  - > Land in public ownership; specific use and responsible agency/jurisdiction
  - > Commercial: retail, wholesale, industrial, other commercial
  - > Residential: single-family or multi-family
  - > Vacant
  - > Mixed uses
  - > Other (specific)

The following steps will be taken to perform cost estimates:

- Gather general data on cities, zoning, demographics, utilities, economy and business.
- Review project maps and project report
- Field review of each parcel while keeping information confidential so as not to unduly alarm property owners or tenants
- Determine any take areas, easements and remainders
- Determine if the parcel is a full or part take and "larger parcels" (some may be consequential full take due to the nature of the impact)
- Collect sales comparable data for all property types (these include MLS, public records, newspapers, journals, appraisers, brokers and a variety of other resources)
- Compile a spread sheet showing all of the impact costs

- Determine the type and complexity of the appraisal
- Determine the ownerships and tenant vs. owner occupancies
- Determine public agency, private and non profit ownerships
- Determine if any are subject to functional replacement rules
- Notify engineering of any unusual, high profile, expensive or potential hazardous properties within the project that may warrant alignment review or further investigations
- Monitor ownership and market changes
- Monitor any new construction or proposed development
- Identify any properties that may require additional acquisition or relocation lead times to meet project deadlines.

#### **2.2.12 *Utility Impacts and Relocation Requirements***

This task involves the collection, assembly and mapping of existing overhead and underground utility lines within the project limits. The URS Team will contact Utility purveyors to provide copies of as-builts, atlas or other existing plans of their facilities. The location of these lines will be plotted on the composite utilities map, and a decision of which of the lines that need to be field located will be made by the design staff. A field survey will be performed to locate and tie these lines. Surface features such as valves or manholes will be used to locate subsurface lines. The survey information will be added to the design-mapping file. Utility Coordination meetings and Design meetings will be conducted to identify potential utility conflicts and aid in developing solutions most beneficial to all parties.

The URS Team will prepare the Notice to Owner requesting all appropriate planning information pertaining to the project, the Utility Agreement for each facility being relocated and Report of Investigation determining property rights, franchise rights, prior rights, permits, etc. Negotiations will be performed and easement and property conveyance documents will be completed. The proposed Utility Agreement, ROI, and NTO are reviewed for approval. Then they will be sent to the owner.

Applications are submitted for approval for any temporary construction easements or licenses. In addition, the subsequent actions will be performed: Identify easement and real property interests of affected utility facility; Obtain easement documents to determine potential easement replacements and temporary construction easements to accommodate utility relocations; obtain encroachment permits and temporary construction easements for required work within the right of way.

#### **2.2.13 *Preliminary Foundation Report***

The objectives of this preliminary engineering phase are to confirm and identify critical geotechnical issues that will affect the feasibility of future project development. We will provide preliminary geotechnical information to

the design team in support of the Project Report, Bridge Type Selection and Preliminary Grade Separation Design. As the site's seismicity may lead to high vertical and lateral loads, we envisioned the use of pile foundations for support of the bridge structure. Use of conventional shallow footings may be feasible for retaining walls, if the walls are not placed on faces of slopes.

The scope of our services for this preliminary engineering phase will involve a limited program of field exploration and laboratory testing. As final project layout is usually not available during the preliminary engineering phase, we propose deferring the full site-specific field exploration program to the later PS&E phase. The four sub-tasks of this phase are briefly described below:

**Geotechnical Data Review** - URS will review the existing available geotechnical and geologic data relevant to the subject project site which may include data contained in our in-house records/database, as well as available geotechnical or soils report by others and published information and records.

**Field Investigation** - URS will perform a site reconnaissance to observe existing surface conditions and to determine boring locations. We propose to drill three (3) exploratory borings at the proposed grade separation location to depths ranging from 50 feet to 100 feet, or refusal, whichever happens first, to gather preliminary subsurface information. We will collect drive and bulk soil samples from the exploratory borings. Upon completion, we will backfill borings with soil cuttings. Excessive soil cuttings will be spread thinly at the project site.

**Laboratory Testing** - Selected samples from the proposed borings will be tested to help evaluate geotechnical engineering properties. The numbers and types of tests will depend upon the soils encountered.

**Preliminary Report Preparation** - URS will prepare a Preliminary Foundation Report (PFR) in accordance with the 2006 Caltrans' Guidelines for Structures Foundation Report to be included with the bridge type selection package. It will include a brief description of the geologic setting, subsurface soil conditions, site seismicity and groundwater information. The PFR will also contain our preliminary recommendations for foundation type and design response spectra based on the results of our limited field investigation and laboratory testing.

**2.2.14 Structures Preliminary Design (APS) (PREVIOUSLY COMPLETED)**

**2.2.15 Preliminary Cost Estimates for Alternatives**

The URS Team will prepare preliminary cost estimates for the alternatives considered. This preliminary cost estimates will be developed utilizing Caltrans format spreadsheet typically used for the PA / ED phase of the project. Most recent unit costs based on data available from recently bid and constructed projects will be used for various line items. The preliminary cost estimates will also reflect pertinent right-of-way costs for various alternatives based on currently available right-of-way information. The preliminary cost estimates will be presented to SANBAG, the City of Barstow, San Bernardino

County and BNSF in order to facilitate the selection of the preferred alternative. The same preliminary cost estimates will be presented as part of the Project Report prepared under a separate task within this document.

#### **2.2.16 *Draft Engineering Project Report***

The URS Team will prepare a Draft Project Report (DPR) and will submit to SANBAG for distribution, review and comments. The report will be prepared based on the Caltrans format, and will contain pertinent discussions and sections on executive summary; introduction; existing facility; deficiencies inherent in the facility; recommendation; background; need and purpose; discussion of viable and rejected alternatives; other considerations such as structures, environmental resources, traffic forecasts and operations, accident data, construction staging, impact on utilities, right-of-way impacts, cost considerations; agreements needed; reviews, and project personnel.

This document will also contain as attachments / appendices, a location map, the geometric plans, typical cross sections, environmental documentation, current cost estimates, existing and forecasted traffic design volumes, accident data, signal warrants (where appropriate), and right-of-way data sheets.

The data collected and analyzed as part of the technical reports preparation of the Environmental Documentation, will be utilized to develop the traffic section of the DPR document.

#### **2.2.17 *Final Engineering Report***

URS will incorporate comments received on the DPR, and prepare the final Project Report (PR). The final PR will contain discussions on the recommended grade separation alternative, and will be submitted through SANBAG for distribution and approval. The approved PR will be the basis for preparing the final design documents (PS&E).

#### **2.2.18 *Record of Survey for Project Boundary***

A Record of survey will be prepared for the project boundary and recorded using existing parcel maps and will be tied to existing street and railroad centerlines.

### **Task 3 Environmental Documentation**

Pursuant to CEQA Guidelines, Article 18 (Statutory Exemptions), Section 15282(g), Public Resources Code Section 21080.13, grade separation projects, such as the Lenwood Road grade separation project addressed herein, qualify for environmental clearance utilizing a Statutory Exemption (SE) for California Environmental Quality Act (CEQA) compliance. That said, it is URS' recommendation that the City take advantage of the SE provision of CEQA to streamline the environmental documentation process. We nonetheless recommend that the City preserve its rights under CEQA and record the Notice of Exemption (NOE) upon approval of the NEPA SE as a means to protect the project schedule.

Agencies that process federal funding may require that the project be processed as a



Categorical Exemption under CEQA, regardless of the SE provision under CEQA for grade separations. However, and in the event that a Categorical Exemption is ultimately required for this project pursuant to CEQA, preliminary site reconnaissance and review of pertinent records and databases indicates that this project would not trigger any of the exceptions to Categorical Exemptions as provided in CEQA Guidelines, Section 15300.2 (Exceptions) and Public Resources Code, Section 21084. Further, the basis for preparation of a Categorical Exemption (as well as an SE) would be supported through preparation of the environmental technical studies prepared as part of the Categorical Exclusion under the National Environmental Policy Act (NEPA).

It is understood that the City anticipates using federal funds for the proposed project. Utilization of federal funds requires the project to be environmentally cleared pursuant to NEPA in coordination with Caltrans and in accordance with the SAFETEA-LU NEPA Delegation Pilot Program codified at 23 U.S.C. 327(a)(2)(A) (effective July 1, 2007). In accordance with CFR 771.117(d)(3), projects that involve the construction of a grade separation to replace existing at-grade railroad crossings qualify for clearance under NEPA utilizing a Categorical Exclusion notwithstanding the involvement of any unusual circumstances as defined in 23 CFR 771.117(b). Preliminary site reconnaissance and review of pertinent records and databases would indicate that this project is not anticipated to trigger any of the unusual circumstances criteria provided in 23 CFR 771.117(b).

For the proposed project, the City of Barstow will serve as Lead Agency under CEQA whereas Caltrans will serve as the Lead Agency for NEPA compliance as assigned under the NEPA Delegation Pilot Program administered under SAFETEA-LU. This scope of work does not include preparation of environmental documentation above and beyond a CEQA Categorical Exemption or NEPA Categorical Exclusion.

### **3.1 Preliminary Environmental Studies (PES) Form**

The URS Team will prepare the Preliminary Environmental Studies (PES) Form in coordination with Caltrans' District 8 Local Assistance Office Chief, and pursuant to Chapter 6 (Environmental Procedures) of Caltrans' Local Assistance Procedures Manual (LAPM). The PES Form is utilized exclusively for local federally-aided projects off the State Highway System (SHS), and is used to confirm the type and breadth of technical studies and the ultimate required NEPA-compliant document for the project. The PES Form will require signatures from Caltrans' professionally qualified staff regarding the level of required cultural resources (i.e., Section 106) documentation for the project. Caltrans' District Senior Environmental Planner and Local Assistance Engineer will also review and sign the PES Form. A site meeting to include City of Barstow representatives, the URS team, and pertinent staff from Caltrans would be performed as part of the PES Form submittal to assess site-related conditions and potential impacts warranting further study.

### **Technical Reports**

Based on the review of pertinent and available information conducted by URS, including initial site reconnaissance, it is assumed that technical studies for the topics described in the following sections will be prepared to support the CEQA SE or Categorical Exemption, and NEPA Categorical Exclusion. The environmental technical reports will be prepared in accordance with the pertinent requirements set

for in Caltrans' Standard Environmental Reference (SER). Furthermore, and pursuant to the NEPA Delegation Pilot Program under SAFETEA-LU executed between Caltrans and the Federal Highway Administration (FHWA), an External Quality Control Certification will be signed by the author of each respective technical study for submittal to Caltrans to confirm conformance with applicable reporting requirements. Technical studies that are not anticipated for the Project include the following: sole source aquifer; coastal zone; wild and scenic rivers; farmlands; and Section 4(f) and 6(f) resources. The scope of required environmental technical reports will be reviewed and confirmed with Caltrans at the initial field review meeting conducted as part of the PES Form task.

### 3.2 Natural Environment Study (Minimal Impacts)

A Natural Environment Study (Minimal Impacts) [NES(MI)] will be prepared pursuant to Caltrans' SER, Volume 3 (Biological Resources). A list of potential special status species and biological resources present at the project site will be compiled from appropriate databases (e.g., 2008 California Natural Diversity Data Base [CNDDB] maintained by the California Department of Fish and Game [CDFG], 2008 California Native Plant Society [CNPS] Electronic Inventory of Rare and Endangered Plants of California, Barstow Bureau of Land Management [BLM] File Information, 2008 United States Fish and Wildlife Service [USFWS] Critical Habitat Mapper, 2008 National Wetland Inventory Database [NWI]), and supplemented with a field based habitat assessment.

The field-based habitat assessment will evaluate the project site's potential to support special-status species and biological resources based on habitat suitability comparisons with reported occupied habitats (i.e., past reported occurrences of species). Additionally, impacts to biological resources found to be present or reasonably expected to occur within the project site will be evaluated in accordance with Caltrans, CEQA and NEPA significance criteria – as appropriate. Consequently, avoidance, minimization, and mitigation measure to off set project impacts will be developed, as necessary.

Based on initial literature review and informal consultation with resource specialists (e.g., City of Barstow Planning Department, USFWS, and BLM), it appears that there are no drainages or waterways within the project's limits that are subject to the jurisdiction of the U.S. Army Corps of Engineers (USACE), California Department of Fish and Game, or the Regional Water Quality Control Board (RWQCB). However, this will be confirmed once the project's limits have been established during the preliminary design phase. It too is assumed that this project will not impact the Mojave River located north of the project area. Nonetheless, the project site may support special status species (e.g., Desert Tortoise and Mojave Ground Squirrel); such species will be addressed in the NES(MI) and during the habitat assessment. However, no adverse impacts to special-status species are anticipated as a result of the project.

Finally, based on discussions with City of Barstow staff, it is understood that the project site is not located within the West Mohave Plan, and therefore is not subject to the provisions of that plan as it relates to biological resources documentation

protocol and agency consultation.

This scope of work for biological resources includes the following assumptions: (1) no protocol surveys for plant and animal species are required; (2) this proposal does not include preparation of a Biological Assessment of Evaluation; (3) this proposal does not include preparation of a Jurisdictional Determination Report, (4) this proposal does not include formal consultations with agencies under the California of Federal Endangered Species Acts; (5) this proposal does not include preparation of habitat mitigation, restoration, or compensation plans; and (6) this proposal does not include any permitting-related work through the RWQCB, CDFG, or USACE.

### 3.3 Visual Impact Assessment

Given the anticipated change in the vertical alignment of Lenwood Road resulting from the proposed grade separation, coupled with the close proximity of residences (sensitive viewers), a Visual Impact Assessment (VIA) will be prepared in accordance with FHWA guidelines and Caltrans' SER, Volume 1, Chapter 27 (Visual & Aesthetics Review). The existing visual environment and viewshed will be analyzed using available mapping, aerial photos, GIS, and site reconnaissance. Project plans and profiles will be analyzed to identify proposed physical changes to the study area and to aid in the identification of key observer viewpoints. Although Route 66 through the project area is not a State-designated Scenic Highway, the VIA will address views (e.g., driver's perspective) from Route 66 to the project site. It is assumed that up to six (6) Key Views will be analyzed for potential project-related impacts. The Key Views are anticipated to include views to and from Lenwood Road and Route 66, and views to and from pertinent adjacent development. Furthermore, up to two (2) visual simulations are proposed to illustrate the potential impacts associated to the main components of the project; the viewpoints utilized for the visual simulations will be coordinated and agreed upon by SANBAG, the City of Barstow and Caltrans and will address up to two (2) selected key views.

### 3.4 Cultural Resources Studies (HPSR/ASR)

The cultural resources documentation task includes the following sub-tasks:

1. Establishment of the Cultural Resources APE & Management
2. Cultural Resources Records Search & Literature Review
3. Native American Consultation
4. Intensive Architectural History Survey
5. Preparation of Deliverables

The cost estimate provided herein is based on our best judgment of the requirements and site-specific constraints known at the time of this proposal and takes into consideration various assumptions related to each of the tasks described below that make up the cultural resources reporting effort.

#### **Establishment of Cultural Resources Area of Potential Effect (APE)**

URS will coordinate with SANBAG, the City of Barstow and Caltrans to develop a cultural resources area of potential effect (APE). The APE will be defined in

accordance with Attachment 3 of the January 2004 Section 106 PA between ACHP, FHWA, SHPO, and Caltrans (Section 106 PA).

**Assumptions:**

- APE maps will be created by URS at a scale sufficient to document clearly (e.g., 1" = 200', 1" = 100') the limits of the survey coverage and the extent of the undertaking. Maps will be created with an aerial and topographic base.
- Caltrans will provide guidance on the delineation of the APE and approve the APE boundaries and limits via writing prior to the initiation of fieldwork.
- Any revisions or changes to the undertaking (e.g., design changes, utility relocation) may cause modifications to the boundaries and extent of the APE.
- The APE will consider properties that may be used, demolished, or directly affected as part of the project. The APE will also consider parcels whose historic setting, feeling, and viewshed may be indirectly affected by atmospheric intrusions, extent of construction, expansion of roadways, and removal of landscape or natural features (e.g., bush).
- Assumes no more than two historic-period properties within the APE.

**Cultural Resources Records Search and Literature Review**

URS will obtain a full cultural resources records search from the San Bernardino Archaeological Information Center (SBAIC) at the San Bernardino County Museum. This information will be utilized to develop a historic context in order to properly evaluate properties within the APE. The SBAIC is the designated California Historical Resources Information System (CHRIS) repository for records concerning archaeological and historic resources in San Bernardino County. The records search will provide information on known resources and on previous studies within one mile of the project site. Data sources consulted at the SBAIC will include archaeological records, historic maps, reports from previous studies, and the Historic Resource Inventory (HRI) maintained by the California Office of Historic Preservation (OHP) for San Bernardino County. The HRI contains listings for National Register of Historic Places (NRHP), California Register of Historical Resources (CRHR), California Historical Landmarks (SHL), and California Points of Historical Interest (PHI) properties.

Additional sources of information to review may include (but is not limited to) Certified Local Government annual reports and other data; Historic American Buildings Survey/Historic American Engineering Record (HABS/HAER) records; the on-line database for National Register sites; Calisphere Digital Resources; Online Archive of California; Government Land Office Plat Maps; Sanborn Fire Insurance Maps; local historical societies and libraries (Route 66 Mother Road Museum, San Bernardino Historical and Pioneer Society); private collections; and, inventory files and data on-file with other agencies that control property near the APE.

**Assumptions:**

- The record search will be completed inclusive of the APE and a quarter-mile-radius around the APE.
- URS will send scoping letters and maps to local agencies, historical societies, archives/repositories, and other local groups to identify cultural resources listed pursuant to ordinance by a local agency or recognized as significant by a local group.

### **Native American Consultation**

URS will contact the Native American Heritage Commission (NAHC) to request a search of the Sacred Lands File and a list of interested Native American representatives. All parties listed by the NAHC will be contacted via certified letter informing them of the nature of the project, known Native American resources on and adjacent to the project APE and steps to be undertaken to reduce impacts to a level of less than significant. In addition, the letter will request any pertinent information regarding Native American sacred sites not listed by the NAHC. Follow-up phone calls will be made to those parties not formally responding in writing to the request for consultation so as to ensure participation should they wish to do so.

### **Cultural Resources Intensive Survey**

URS will conduct an intensive cultural resources survey of the APE to verify the location and description of previously identified cultural resources and locate previously undocumented archaeological and architectural sites and/or features. The survey will identify, record, and evaluate historic-period properties built at least 45 years ago (pre-1963) within the APE. The identified properties will be photographed with a digital camera and recorded through the appropriate DPR 523 series forms.

#### **Assumptions:**

- Archaeological and architectural field surveys of the project area and the cultural resources APE will be conducted and reported according to guidelines provided in Caltrans Environmental Handbook, Volume 2 (Caltrans 2005).
- The architectural history intensive survey will only include properties located within the APE. Properties selected and screened for evaluation within the APE will be done in accordance with Attachment 4 of the Section 106 PA.
- The architectural history intensive survey will only involve the exterior appearance of any properties. Interior features and elements of properties will not be investigated as part of this undertaking.
- The architectural history intensive survey will occur from public vantage points. If it is not possible to survey a property from a public vantage point, then arrangements will be made through the lead agency to gain access to the property or to complete the survey evaluation through existing data and materials.
- No more than a total five previously/newly identified archaeological sites will be documented

- No more than two architectural history resources will be recorded and evaluated.

### **Prepare Short-Form Historic Property Survey Report and Archaeological Survey Report**

The scope presented herein assumes reporting will be limited to a Short-Form (summary) Historic Property Survey Report (HPSR) and an Archaeological Survey Report (ASR) along with supporting documentation that includes an APE map, DPR 523 forms, a summary of records search information, results of consultation, and appropriate check lists.

URS will present the results of these studies in reports formatted according to Caltrans guidelines as specified in Caltrans Environmental Handbook, Volume 2 (Caltrans 2005). The HPSR report which will include a discussion of the project description, APE, consulting parties/public participation, summary of identification efforts, DPR 523 forms, properties identified, and findings/conclusions. The HRER will include a summary of findings, project description, research and field methodologies, historic context, description of cultural resources and significance, findings/conclusions, bibliography, and associated attachments and documentation.

#### **Assumption:**

- Assumes 'no historic properties affected' as a result of the undertaking.

It should be noted that a preliminary review of pertinent records and databases, including, but not limited to, the National Register Information System and Route 66 Corridor Preservation Program suggests that the project is not eligible for the National Register of Historic Places or the California Register of Historic Resources. This too suggests that the segment of Route 66 in the project area is not a resources that is subject to the requirements of Section 4(f) of the U.S. Department of Transportation Act of 1966. However, completion of the above-described cultural resources studies, including a records search at the San Bernardino Archaeological Information Center, would verify this.

### **3.5 Paleontological Resources (PIR)**

Given the proximity to the Mojave River and the potential for relatively substantial grading resulting from the project, URS intends to prepare a Paleontological Identification Report (PIR) to assess impacts to such resources. The will be prepared in accordance with Caltrans' SER, and according to the following sub-tasks:

#### **Site Records Search and Research**

A records search of previously identified paleontological resources will be undertaken for the project area and a one-half mile radius around the project; these records are maintained by the San Bernardino and Los Angeles County Museums. Additionally, URS will review pertinent literature on file at the museum and relevant libraries to develop background information on the paleontology of the area. A URS senior paleontologist will review these data and determine the probability of the project encountering fossils during construction activities.

#### **Field Survey**

A URS senior paleontologist will investigate conditions (e.g., geology) in the project area and determine whether any fossils or fossil imprints are anticipated.

#### **Paleontological Identification Report (PIR)**

URS will prepare a PIR following guidelines set forth in Caltrans' SER, Vol. 1, Chapter 8 (Paleontology). The report will summarize the results of the records search, literature review and field survey and make recommendations for monitoring and/or mitigation as necessary.

### **3.6 Noise Study Report**

The proposed project is defined as a Type I project pursuant to Caltrans' Traffic Noise Analysis Protocol (Protocol, 2006) as it involves the addition of vehicular travel lanes (i.e., capacity). Noise impacts and the potential need for noise abatement will be assessed in accordance with guidelines set forth in Caltrans' Protocol (2006) and Technical Noise Supplement (1998). Primary noise-sensitive receptors for this project include existing residences, particularly located east and west of Lenwood Road south of the railroad. Field measurements will be conducted by URS to quantify and assess existing noise conditions at the potential noise sensitive areas. It is estimated that sound level data will be collected at up to six selected locations throughout the day. In addition, continuous 24-hour noise monitoring will be conducted at up to three locations in the project area if secure measurement locations can be identified. Traffic noise modeling will also be performed using the FHWA Traffic Noise Model (I lv 1VI) Version 2.5 and project-related traffic data. TNM will be used to model highest noise hour conditions at representative modeled receiver locations under existing conditions and design year conditions with and without the proposed project. Traffic noise impacts of the proposed project under 23 CFR 772 will be assessed by determining if implementation of the project is projected to result in traffic noise levels under design year conditions that approach or exceed the FHWA noise abatement criteria, or if implementation of the project is predicted to result in a substantial increase in noise at noise-sensitive uses. URS will also evaluate potential construction noise impacts using methods recommended by the U.S. Department of Transportation.

Project-related operational and construction impacts will be documented in a Noise Study Report. If traffic noise impacts are projected to occur, information on the preliminary feasibility and reasonableness of noise abatement as defined in the Protocol will be evaluated and presented in a Noise Abatement Decision Report (NADR) for use by decision makers in considering noise abatement, as necessary. The results of the noise analyses will be presented pursuant to Caltrans' SER, Vol. 1, Chapter 12 (Noise).

### **3.7 Air Quality Study/Conformity Analysis**

As the project will increase the vehicular capacity of Lenwood Road through construction of additional travel lanes, the proposed project is not exempt from the requirement to demonstrate air quality conformity pursuant to applicable state and federal regulations. Therefore, an Air Quality Study (AQS) will be prepared for the project. The AQS will be prepared in accordance with the procedures provided in

Caltrans' SER, Volume I, Chapter 11 (Air Quality). To satisfy NEPA requirements, the AQS will include a conformity analysis with the State Implementation Plan, and also project-level CO, PM10 and PM2.5 hot spot analyses using the most recent guidance available. In addition, the AQS will evaluate proposed project-related mobile source air toxics (MSAT) emissions in accordance with FHWA interim guidance on how MSATs should be addressed in NEPA documents. Finally, and in light of the recently passed California Global Warming Solutions Act of 2006 (commonly referred to as Assembly Bill 32 or AB 32), URS will, based on the recent (June 2007) guidance from Caltrans, address in the AQS the issue of greenhouse gas (GHG) emissions and climate change. It is assumed that the GHG analysis will consist of a qualitative analysis. If a quantitative analysis is required, a separate scope and cost for this analysis will be provided. The GHG analysis will be coordinated with Caltrans prior to preparing the analysis.

A separate Air Quality Conformity Analysis report, pursuant to Section 6005 Pilot Program under SAFETEA-LU, also will be prepared for submittal to Caltrans to assess potential operational-related impacts for key criteria pollutants (e.g., PM10) pursuant to applicable local, state (i.e., Mojave Desert Air Quality Management District), and federal regulations. As part of the conformity analysis, URS will prepare a PM Hot Spot Interagency Review Form (Form), in accordance with Caltrans' Regional Interagency Consultation guidelines, for submittal to SANBAG and Caltrans. SANBAG will forward the Form onto the Transportation Conformity Working Group at the Southern California Association of Governments (SCAG) for a Not-Project Project of Air Quality Concern (POAQC) determination. The results of the Not-POAQC determination will be documented in the AQS and Air Quality Conformity Analysis report prepared for the project. As it is assumed that the project will be cleared utilizing a Section 6004 NEPA CE under the SAFETEA-LU Pilot Program, it is not anticipated that the Air Quality Conformity Analysis report will be subject to review by FHWA.

### 3.8 Initial Site Assessment (ISA)

Based on URS' knowledge of the area and site reconnaissance, hazardous materials may be present in several areas and facilities in the project area, potentially including properties from which new right-of-way may be acquired.

An Initial Site Assessment (ISA) report will be prepared by URS in accordance with Caltrans' SER, Volume 1, Chapter 10 (Hazardous Waste) and ASTM Designation E 1527, Standard Practice for Environmental Project Site Assessments: Phase 1 Environmental Property Assessment Process to identify potentially hazardous material and waste impacts and any need for further assessment. This scope of work does not include any investigation or reporting beyond that required as part of the ISA report (i.e., Phase II assessment). Importantly, the ISA will assess the potential for presence of hazardous wastes and materials at the affected properties (e.g., properties from which new right-of-way acquisition is anticipated).

URS will conduct an agency records search to identify all hazardous waste sites located within the project study area and classified as hazardous waste under State law. The records search will also identify business types located within the project



study area that would be likely to store, transfer, or utilize large quantities of hazardous materials. This information will be obtained from databases maintained by the U.S. EPA, the U.S. Department of Transportation, Cal EPA, the State Water Quality Control Board, the California Integrated Waste Management Board, the State of California Department of Health, San Bernardino County, and other appropriate agencies.

URS will conduct a visual survey of the project area via available access (as authorized by the City of Barstow and the UPRR) to identify any obvious area of hazardous waste contamination. If hazardous waste sites are identified within the project area (via governmental records and/or the visual survey), URS will determine the potential impact to the project and identify subsequent procedures to determine the extent of contamination and remediation requirements.

Potential hazardous waste sites located within the project area will be investigated per information available from local and/or State agencies. Historic land use information for the project study area (including aerial photographs), where available, will be reviewed to determine whether previous uses may have resulted in hazardous waste contamination.

### 3.9 Water Quality Assessment

A Water Quality Assessment will be prepared by URS to determine if project-related activities would have an adverse impact on water quality, particularly given the project's relative proximity to the Mojave River. The assessment of impacts is based on the anticipated change in pollutant sources due to change in land use and changes in impervious between existing and post-project conditions. The water quality analysis will include a discussion of the affected environment, regulatory setting, and impacts. The study will also provide consideration regarding Best Management Practices (BMPs) that could be implemented as part of the project to minimize impacts to water quality in compliance with the Clean Water Act and other pertinence regulations.

### 3.10 Relocation Impact Memorandum

It is understood that the proposed project will potentially result in the displacement of residences and/or businesses due to anticipated right-of-way requirements, depending on final design. For the proposed project, URS assumes that a Relocation Impact Memorandum (RIM) will be prepared. Specifically, pursuant to Caltrans' Right-of-Way Manual, Chapter 10 (Relocation Assistance), Subsection 10.02.04.00 (Relocation Impact Documents), RIMs can be prepared for projects that require fewer than ten displacements and there is ample replacement property. Preparation of a RIM, as opposed to a more intensive Relocation Impact Report, will help streamline the environmental documentation process for the City. The approved RIM will be signed by the appropriate Caltrans right-of-way representative.

### 3.11 Draft / Final CEQA SE and NOE

If it is ultimately determined that the SE does not apply to this project, URS will prepare a Draft Categorical Exemption for the project using standard City of Barstow forms. The Categorical Exemption will address the environmental topics determined

to apply to the proposed project and will provide sufficient discussion to indicate that no significant environmental impacts would result from project implementation. Information from the technical studies described will be incorporated into the Categorical Exemption determination. Caltrans will be afforded the opportunity to also review the Draft Categorical Exemption as a participating agency.

The Draft Categorical Exemption will be revised, if necessary, per comments received from the City of Barstow, Caltrans, and the project team. The Final Categorical Exemption will include the technical reports prepared for the project. URS will provide SANBAG with a master copy of the document for City of Barstow approval.

Following approval of the Final Categorical Exemption, URS will file, on behalf of the City of Barstow, a Notice of Exemption (NOE) with the County Clerk's office and the State Office of Planning and Research. Filing the NOE triggers a 35-day statute of limitations period on legal challenges to the agency's (City's) decision that the project is exempt from CEQA.

### 3.12 Draft / Final NEPA CE

Following approval of the CEQA CE by the City of Barstow, URS will prepare the Categorical Exemption/Categorical Exclusion Form, and supporting Categorical Exclusion Checklist, pursuant to Caltrans requirements. The Categorical Exclusion, consisting of the approved CEQA CE and technical study backup, will be submitted for approval by Caltrans pursuant to the NEPA Delegation Pilot Program administered under SAFETEA-LU.

### 3.13 Public Outreach

The URS Team will provide public outreach services through 1) providing the public with accurate and consistent information on the scope of the project, potential impacts, proposed mitigations, and schedules; 2) maintaining contact with identified key stakeholders; 3) addressing issues and concerns of community stakeholders (immediately adjacent and the general community); and 4) working toward community acceptance and support of the project.

In order to ensure that URS and SANBAG have the same goals with regard to outreach, the URS outreach team will develop a public outreach plan. The public outreach plan will provide an integrated strategy for the involvement of all interested stakeholders in the area. The public outreach plan will define the public outreach goals, outline the outreach/technical team coordination process, identify roles and responsibilities and describe public involvement activities during each major phase of community outreach.

The following public outreach services will be provided by the URS Team:

**Stakeholder Identification and Database** - The URS Team will identify all groups and individuals with a legitimate interest or concern in the study area.

**Project Newsletter** - URS will develop a project newsletter with an interactive tear-off card that will encourage community members to share their thoughts and opinions regarding project questions, concerns, and recommendations. Following

approval by SANBAG, this newsletter will be distributed to the stakeholders and other community members who have expressed an interest in the progress of the project.

**Community Walk** - In order to ensure that all impacted community members learn about the project, the URS public outreach team suggests a community walk. The community walk will occur in the area identified by the URS technical team as most likely to be impacted by the project. These locations will receive a personal visit by a bilingual URS project team member and bilingual written project information informing them of the proposed grade separation and what the next steps and timeline are.

**Project Hotline** - To ensure that the public has multiple ways of participating in this project, a hotline/voice mailbox will be set up for the study. The hotline will have a local number and will provide recorded information regarding the status of the project. The hotline will give interested parties an opportunity to be added to the mailing list so they can receive project mailings and information.

**Web Link** - Working in conjunction with the SANBAG public outreach manager, URS will create a web link within the existing SANBAG, City of Barstow, and the County of San Bernardino websites, which will all link to one host website. This webpage will contain information on the project and its timeline. This webpage will be updated as the project moves forward and will allow the public an opportunity to interact with the project team electronically.

**Project Public Noticing** - URS will develop public notices to be published in local newspapers to advertise upcoming public meetings. Approval of all public notices will be required by the project team and SANBAG before they are published in the newspaper.

**Project Fact Sheets** - Fact sheets will be developed and distributed at key milestones in the study. Fact sheets will be written in clear, non-technical language, create a framework for the study, correct misinformation, and develop project themes and messages that can be used as talking points throughout the project. Approval of all fact sheets will be required by the project team and SANBAG before they are produced and distributed. Fact sheets will be distributed in each outreach phase.

In Phase 1, the fact sheet will introduce of the project to the community:

- Introduce the study
- Describe the study background and process
- Provide project contact information

In Phase 2, the fact sheet will focus on:

- Level of benefit for each alternative
- Impacts of each alternative
- Description of project status

In the final outreach phase, the fact sheet will:

- Summarize the Final Set of Strategies/Alternatives
- Summarize the benefits and impacts of each

**Community Meetings – Traditional (Open House)** - URS suggests a traditional meeting format to be held within the communities, particularly open houses. Open house formats, which allow for one-on-one exchange between the public and members of the technical team, allow community members to view project components, receive clarification, correct misinformation and express their views and concerns via written, oral, and typed comments. A total of two meetings is envisioned to be held.

Recognizing that each community has different outreach needs, the URS team will work closely with SANBAG and the City of Barstow to find the right combination of outreach tools and techniques. The tactics suggested above have been successful in previous outreach efforts. Recognizing the opportunities for using technology as a tool for outreach, the URS team will implement strategies that fit the budget and the needs of SANBAG.

## Phase II: Final Design Services (PS&E)

### Task 4 Final Design Services (PS&E)

The URS Team will provide final design services (PS&E), conforming to the Caltrans District 8 Design Review Guidelines for Quality Projects. The URS Team will conduct an internal QA/QC review of the project deliverables prior to the submittal of each milestone delivery. All PS&E documents will be submitted to both SANBAG and BNSF for review and approval.

The final design services described here are broken down to four milestone submittals including 1) 35% PS&E Submittal, 2) 65% PS&E Submittal, 3) 95% PS&E Submittal, and 4) 100% (Final) PS&E Submittal, as follows:

#### 4.1 35% PS&E Submittal

##### 4.1.1 Roadway

The URS Team will prepare 35% roadway plans for the grade separation based on the approved PR. The 35% roadway plans will consist of Title Sheet, Typical Cross Sections, Key Map and Line Index, Skeleton Layouts at a scale of 1" = 40', and Profiles and Superelevations at a scale of H: 1" = 40', V: 1" = 10', grading and drainage plans, utility plans, and construction staging plans.

##### 4.1.2 Structures

Based on the approved roadway geometric layout of the selected alternative, the URS Team will develop 30% preliminary bridge design and develop a Bridge Type Selection Report per BNSF and Caltrans guidelines, and will submit to SANBAG and the BNSF for review and comment. The Bridge Type Selection Report will outline the preliminary design process; include a preliminary geotechnical report, seismic performance of the preferred

structure option to satisfy State's Seismic Design Criteria, substructure recommendations, bridge type, span configurations, typical bridge cross sections, retaining wall locations, wall types, clearances, utility impacts, drainage and construction phasing. The report will also include final recommendations for bridge aesthetics, cost estimates, and an outline specification. A type selection meeting will be conducted to discuss the preferred structure option. The Bridge Type Selection Report will be signed by a Registered Professional Engineer in the state of California.

#### **4.1.3     *Traffic***

The URS Team will prepare 35% traffic plans consisting of staging and construction zone signing, and striping; detour plans; traffic signal, signal interconnect, if necessary, and street lighting plans. Electrical service point requirements and source locations will be determined. These plans will be packaged and included as part of the 35% roadway plans.

#### **4.1.4     *Railroad***

Preliminary plan and profile sheets will be developed and coordinated with the bridge designer to establish maximum vertical and horizontal clearance from the existing and proposed railroad tracks in the project area. Staging areas if needed and construction methods will be developed and coordinated with BNSF to establish preliminary approvals. Top of rail profiles will be provided a minimum of 1000 feet each side of the proposed overpass.

#### **4.1.5     *Erosion Control***

The URS Team will prepare 35% erosion control plans consisting of temporary and permanent erosion control measures appropriate for the project site, and based on the preliminary SWDR prepared as part of the preliminary design phase of the project.

Upon the completion of the Field Investigation and Research / Analysis tasks, the URS Team will conceptualize various aesthetic treatments for review and selection. These treatments will be incorporated into structure designs and the landscape restoration where possible and appropriate.

#### **4.1.6     *Quantities and Cost Estimates for 35% PS&E***

The URS Team will prepare 35% quantities and cost estimate for the project. Most recent unit costs based on data available from recently bid and constructed projects will be used for various line items.

### **4.2     65% PS&E Submittal**

Once the 35% PS&E review comments are received, the URS Team will incorporate them into the design documents and provide the resolution of comments received in a comment-response spreadsheet form. Upon written approval of the 35% PS&E package by SANBAG and BNSF, URS will then advance the design documents to a 65% PS&E level, and submit the package along with the comment-response spreadsheet.

#### 4.2.1 65% Roadway

The URS Team will advance the roadway design to a 65% PS&E level. Design will incorporate City of Barstow Standard Plans, standards per Caltrans Local Assistance Procedures Manual (LAPM), and other applicable standards. Standards used will be those in effect as of the date of design phase Notice to Proceed. New standards or modifications to standards which occur during the course of work may require redesign of particular project features. In this case, the extra work which is required to meet the new or modified standards shall be considered as additional scope.

The Title Sheet & Location Map will include the appropriate City and any other funding project identification. This plan sheet will include a sheet index, a vicinity map, the project legend, and appropriate signature blocks.

The Typical Cross Section Sheets will include the roadway structural sections designed based on a City supplied Traffic Index (TI) and the recommendations of our geotechnical investigations. Curb, gutter and sidewalk design will conform to City standards for local roadways.

A Key Map & Line Index sheet will be produced to help clarify plan sheet locations and arrangements of centerlines and construction layout lines.

Layouts will be produced at an English scale of 1" = 40' and will delineate the general roadway improvements and pavement dimensions based on Caltrans recommended Plans Preparation Manual.

Profiles and Superelevations will be produced at a scale of H: 1" = 40', V: 1" = 10', and will contain all features as recommended in the Caltrans Plans Preparation Manual.

Construction Detail Sheets will be prepared at a scale of 1" = 40', and will contain supplemental information not shown on the layout plan sheets, as well as special design features for which there are no Caltrans standard plans available. The City's standard plan features that will be used on local road design, will be incorporated into these Construction Detail Sheets.

Grading design for embankments and cuts will be performed within the project limits, and contour grading plans will be prepared at a scale of 1" = 40'.

Drainage design plans, profiles, and details will be prepared based on the recommendations of the draft hydraulics report prepared earlier, and will show all pertinent features of the design improvements.

URS will update the preliminary Storm Water Data Report prepared as part of Task 2.2.9 above, to reflect the design phase of the project and detail the permanent and temporary BMPs. The report will be prepared in accordance with Caltrans' latest version of the Storm Water Quality Handbooks. Draft SWDR will be submitted to SANBAG for distribution, review and comments.

65% project specifications will be compiled as part of this task using the updated items list to collect and edit the applicable Caltrans Standard Special

Provisions (SSP's), and prepare required Draft Special Provisions for the project. URS will utilize and incorporate "boiler plate" documents including the notice to bidders, proposal, bond forms, and agreement into the Draft Special Provisions.

The objective of the geotechnical activities for this phase of the design is to provide our conclusions and recommendations pertaining to the geotechnical aspects of the project to be used by the design team in project planning and design. We will prepare a Draft Geotechnical Investigation Report at the 65% PS&E phase. We will submit a Final Geotechnical Investigation Report with the 100% PS&E package incorporating all comments from the reviewing agency and the design team on the draft report.

The scope of our services for this PS&E phase will consist of three sub-tasks. These sub-tasks are briefly described below:

**Field Investigation** - We will prepare a full subsurface exploration program tailored to meet the specific needs of the project. We propose to drill exploratory borings in addition to those in the preliminary engineering phase. We will plan the borings typically at each bridge support locations and at a spacing of 300 feet along the retaining wall alignment. For estimate purpose, we assumed that the bridge supports are spaced at about 150 feet apart.

We will collect drive and bulk soil samples from the exploratory borings. Drive samples will be collected at 3- to 5-foot intervals alternating between a California split-spoon sampler and a Standard Penetration Test (SPT) sampler. Upon completion, we will backfill borings with soil cuttings. Excessive soil cuttings will be spread thinly at the project site.

**Laboratory Testing** - Samples collected during the subsurface exploration phase will be examined in URS' soil mechanics laboratory to confirm field classifications per ASTM D 2488. Selected samples will be tested to help evaluate geotechnical engineering properties. The numbers and types of tests will depend upon the soil types encountered. The geotechnical laboratory testing program will likely include:

- Moisture content and dry density test (ASTM D 2216 and D 2937)
- Atterberg Limits for fine-grained materials (ASTM D 4318)
- Particle size analyses (ASTM D 42 and D 1140)
- Shear strength tests – direct shear or unconfined compression (ASTM D 3080, D 2664, D2850, D 2930, and D 2938)
- Consolidation tests (ASTM D 2435)
- Collapse potential tests (ASTM D 5333)
- Laboratory Maximum Density Test (ASTM D 1557)
- Expansion Index test (ASTM D 4829)
- R-value (California Test Method 301)

- Chemical (Corrosion) Test (Resistivity, Sulfate, pH and Chloride) (California Test Methods 417, 422, 532, and 643)

**Report Preparation** - URS' conclusions and recommendations and supporting field and laboratory test results will be presented in a geotechnical engineering report in accordance with the Caltrans and BNSF guidelines, as well as requirements of SANBAG. The report will include pertinent findings with respect to seismic, geologic and geotechnical engineering issues. It will contain the following:

- Plans drawn to scale depicting the locations of borings.
- Boring logs indicating ground surface elevation, blow counts (penetration), graphic log of material encountered, depth to groundwater (if encountered), soil classification and description (per ASTM standards), moisture content and dry density.
- Log of Test Boring (LOTB) sheets in Caltrans format depicting subsurface condition;
- Geologic setting, subsurface soil conditions soil types, and groundwater information.
- Results of seismic hazard analysis including locations of active and potentially active faults, fault rupture potential, liquefaction, seismically-induced settlement/differential compaction, and seismically-induced flooding.
- Recommendations pertaining to seismic design parameters based on Caltrans requirements.
- Other potential hazards such as compressible and/or collapsible soils.
- Temporary stability of proposed excavation side walls and shoring design parameters.
- Recommendations for deep and shallow foundation schemes and design parameters including geotechnical downward and upward capacity, total/differential settlements, and lateral resistance.
- Recommendations for the design of retaining walls including active and passive earth pressures.
- Recommendations for pavement structural sections.
- Recommendations for earthwork, site preparation/grading, backfill, and compaction requirements.
- Soil corrosivity and recommendations for protection.
- Recommendations for construction monitoring and testing.

#### 4.2.2 60% Structures (Unchecked Bridge Plans)

Bridge plans, retaining wall plans, specifications and cost estimates will be



provided at 60%, 90% and 100% (Final) milestones for review and comment by SANBAG and the PDT. The BNSF will require a review at the 100% milestone. It is anticipated this submittal will be made to the BNSF after comments from the 90% design phase submittal have been incorporated. Quantities will be calculated in accordance with City of Barstow specifications or Caltrans as appropriate. Special provisions will be provided for construction processes not covered by City of Barstow or Caltrans standard specifications. If proprietary items are to be included in the project plans a minimum of three suppliers will be specified and technical data for each provided to SANBAG. Deliverables for each submittal will include plans, calculations, independent check calculations, quantity calculations, specifications and special provisions. Calculations will be indexed, organized in a logical order and bound or fastened together. Calculations will indicate design assumptions and design process and will clearly indicated the final conclusions. Specifications and special provisions will be provided in Microsoft Word software and plans will be provided in AutoCadd 2007 format. All reports, plans, specifications, special provisions and calculations will be sealed by a Registered Professional Engineer in the state of California.

#### **4.2.3     65% Traffic and Street Lighting**

65% traffic handling plans will be prepared by URS, in accordance with the requirements as set forth in the "*Manual on Uniform Traffic Control Devices (MUTCD)*". Plans will show required traffic control including striping, signing (including designation), location and description, channelizers, barricades, changeable message signs, K-rails, flashing arrows, and pedestrian provisions. A summary of quantities used will also be tabulated as part of these plans.

URS will prepare Construction Area Sign Plans which will include all temporary signs required for the direction of public traffic through or around the work during construction. Construction area sign quantities will be summarized on the Construction Area Sign Plans.

URS will prepare Pavement Delineation & Sign Plans at a scale of 1" = 40', which will include information about geometrics, lane striping, crosswalks, stop bars, center lines, pavement markings and markers. Pavement Delineation & Sign Quantity Sheets will be prepared to help determine the location and quantities for traffic pay items used throughout design plans. Sign details will be prepared as needed.

Street lighting plans will be prepared, as required for the design improvements, as per the City of Barstow requirements and standards.

#### **4.2.4     65% Construction Traffic**

65% stage construction plans will be prepared by URS for each stage identified. Plans will show required traffic control including temporary striping, signing, location and description, channelizers, barricades, changeable message signs, K-rails, flashing arrows, and pedestrian provisions. A

summary of quantities used will also be tabulated as part of these plans.

Draft Traffic Management Plan including related Report will be prepared by URS in order to minimize activity-related traffic delays and accidents. The plan will include advance closure signs, closure alerts using portable changeable message signs, and detour signing.

#### **4.2.5     65% Utilities**

URS will prepare Existing Utility Plan Sheets at a scale of 1" = 40', depicting all known existing utility facilities either from surveys conducted in the field, or researched from records obtained from various utility companies.

URS will provide preliminary notification letters to the utility companies and request current information. URS will provide additional notification letters to the utility companies and/or call them as necessary, until a written response is received from respective companies.

Utilities that need to be relocated, modified, or protected in place in the BNSF right of way will require a modification to BNSF's utility records. Utility updates will be coordinated with the BNSF.

#### **4.2.6     65% Erosion Control**

URS will advance the 35% erosion control plans to a 65% level of details, once the Draft SWDR is prepared as part of Task 4.1.1. Plans will consist of temporary and permanent erosion control measures as recommended by the Draft SWDR.

Once the selection and refinement of aesthetic treatments are approved, the URS Team will prepare Plans, Specifications and Estimates (PS&E) for the landscape portion of the project. The landscape portion will include planting plans, irrigation plans and SSP's. Additionally, visual design information needed for the portion of the PS&E will be provided.

#### **4.2.7     65% Railroad**

The URS Team will advance the 35% railroad plan and profile sheets to the 65% level of details, by incorporating all comments received from SANBAG and BNSF.

#### **4.2.8     Quantities and Cost Estimates for 65% PS&E**

Summary of Roadway Quantity Sheets will be prepared in order to aid in determining the location and quantities for roadway pay items used throughout design plans.

URS will compile and prepare Draft Roadway Quantities and Estimate based on all biddable construction items identified throughout the design package. Unit prices will be applied to each contract item resulting in the Engineer's Estimate of Probable Construction Cost (Estimate). Prices used will be based on the latest available data from Caltrans and SANBAG, reflecting the location of the project and the quantity of each item. Five percent of the total estimate will be added for contingencies, per current Caltrans guidelines, to

arrive at the cost presented to SANBAG and BNSF.

Any opinion of probable Construction Cost prepared by URS represents his professional judgment and is supplied for the general guidance of SANBAG. Since URS has no control over the cost of labor and material, or over-competitive bidding or market conditions, the Engineer's Estimate may differ from actual contractor bids.

#### 4.2.9 65% Permits/Agreements

The URS Team will coordinate with the BNSF to finalize the Construction and Maintenance (C&M) Agreement for the project. Secure right of entry and negotiate all easements required to construct the grade separation.

A diagnostic meeting will be held with all stakeholders in the project. Letters of concurrence for the project will be obtained. An Exhibit A will be prepared that will be attached to the CPUC Application for the Grade Separation. The exhibit will show track plan and profile with relationship to the proposed bridge structure. Side clearances to proposed crash walls will also be shown. The formal CPUC application will be submitted to obtain an Order to Construct from the CPUC.

#### 4.3 95% PS&E Submittal

Upon receiving 65% PS&E review comments from the reviewing agencies; URS will prepare responses to these comments, and advance the design to a 95% level of completion. 95% PS&E submittal package will contain the resolution of these comments.

##### 4.3.1 95% Roadway

Based on the 65% review comments received from SANBAG and BNSF, and resolution of the comments provided, URS will advance the roadway design and plans to the 95% level of completion.

URS will conduct an internal QA/QC review of the project deliverables as described earlier in this document.

##### 4.3.2 90% Structures (*Intermediate Bridge Plans*)

Bridge plans, retaining wall plans, specifications, and cost estimates will be advanced from 65% review stage and provided for review and comment by SANBAG and the Project Design Team. Comments resulting from the independent design check will be incorporated. Quantities will also be calculated in accordance with City of Barstow specifications or Caltrans as appropriate. Calculations will be indexed, organized in a logical order, and bound or fastened together. It will indicate design assumptions and process, clearly indicating the final conclusions. Specifications and special provisions will be provided in Microsoft Word software and plans will be provided in AutoCadd 2007 format. If proprietary items are to be included in the project plans a minimum of three suppliers will be specified and technical data for each provided to SANBAG.

#### **4.3.3     95% Traffic and Street Lighting**

Based on the 65% review comments received from SANBAG and BNSF, and resolution of the comments provided, URS will advance the traffic and street lighting design and plans to the 95% level of completion.

#### **4.3.4     95% Construction Traffic**

Based on the 65% review comments received from SANBAG and BNSF, and resolution of the comments provided, URS will advance the construction traffic design and plans to the 95% level of completion.

#### **4.3.5     95% Utilities**

As a result of ongoing coordination with various utility companies, and based on the review comments received at the 65% stage of the design, URS will update and submit 95% Existing Utility Plans.

Based on the 65% review comments received from SANBAG and various utility companies, and resolution of the comments provided, URS will advance the utility relocation plans to the 95% level of completion. URS will prepare and send notification letters to affected utility companies. URS will continue to coordinate with the utility companies and/or call them as necessary, until a written response is received from respective companies.

#### **4.3.6     95% Erosion Control**

Based on the 65% review comments received from SANBAG and resolution of the comments provided, URS will advance the erosion control design and plans, and aesthetic treatment plans to the 95% level of completion.

#### **4.3.7     95% Railroad**

Based on the 65% review comments received from SANBAG and resolution of the comments provided, URS will advance the railroad design and plans to the 95% level of completion.

#### **4.3.8     Quantities and Cost Estimates for 95% PS&E**

URS will update the quantities estimate to the 95% level of completion based on design refinements.

URS will update the project construction cost estimate to the 95% level of completion based on design refinements.

#### **4.3.9     95% Permits/Agreements**

The URS Team will continue coordination with Railroad to finalize the C&M Agreement. URS will also finalize railroad easements.

### **4.4     100% PS&E Submittal**

Upon receiving 95% PS&E review comments from the reviewing agencies; URS will prepare responses to these comments, and advance the design to a 100% level of completion. The 100% (Final) PS&E submittal package will contain the resolution of these comments.

#### **4.4.1     100% Roadway**

Based on the 95% review comments received from SANBAG and resolution of the comments provided, URS will advance the roadway design and plans to the 100% level of completion.

The final roadway PS&E plans will incorporate the final bridge PS&E plans into one comprehensive package to be used for bidding.

URS will conduct an internal QA/QC review of the project deliverables as described earlier in this document.

#### **4.4.2     100% Structures (Final Bridge Plans)**

The BNSF will require a review at the 100% milestone. It is anticipated this submittal will be made to the BNSF after comments from the 95% design phase submittal have been incorporated. Deliverables will include plans, calculations, independent check calculations, quantity calculations, specifications, and special provisions. Special provisions will be provided for construction processes not covered by City of Barstow or Caltrans standard specifications. All reports, plans, specifications, special provisions and calculations will be sealed by a Registered Professional Engineer in the state of California. Comments from the BNSF will be incorporated in the project deliverables.

#### **4.4.3     100% Traffic and Street Lighting**

Based on the 95% review comments received from SANBAG and resolution of the comments provided, URS will advance the traffic and street lighting design and plans to the 100% level of completion.

#### **4.4.4     100% Construction Traffic**

Based on the 95% review comments received from SANBAG and resolution of the comments provided, URS will advance the construction traffic design and plans to the 100% level of completion.

#### **4.4.5     100% Utilities**

As a result of ongoing coordination with various utility companies, and based on the review comments received at the 95% stage of the design, URS will update and submit 100% Existing Utility Plans.

Based on the 95% review comments received from SANBAG and various utility companies, and resolution of the comments provided, URS will advance the utility relocation plans to the 100% level of completion. URS will prepare and send final notification letters, if needed, to affected utility companies.

#### **4.4.6     100% Erosion Control**

Based on the 95% review comments received from SANBAG and resolution of the comments provided, URS will advance the erosion control design and plans, and aesthetic treatment plans to the 100% level of completion.

#### **4.4.7     100% Railroad**

Based on the 95% review comments received from SANBAG and resolution of the comments provided, URS will advance the railroad design and plans to the 100% level of completion.

#### **4.4.8     *Quantities and Cost Estimates for 100% PS&E***

URS will update the quantities estimate to the 100% level of completion based on design refinements.

URS will update the project construction cost estimate to the 100% level of completion based on design refinements.

#### **4.4.9     *100% Permits/Agreements***

The URS Team will finalize coordination with BNSF Railroad and will finalize the C&M Agreement. URS will also finalize railroad easements.

### **Task 5 Right-of-Way Services**

#### **5.1     Obtain Title Reports**

##### **Relocation Plans**

For each project, the URS Team will create a Relocation Plan ("Plan") in conformance with all requirements of the Federal Uniform Act, if applicable, as well as SANBAG policies.

The Plans shall include, at a minimum, the following:

- An analysis of the needs of the businesses, which would include any special facilities or permits required at the new location.
- Personal contact with the business owners.
- An analysis of the businesses being displaced and available resources.
- Projected costs of relocation.

In addition, URS will:

- Submit a draft Plan to SANBAG for distribution and review.
- Provide notices to affected community regarding availability of the Plan.
- Assist in the preparation of the report to the SANBAG Board of Directors required for approval of Plan once the thirty day review period is ended.

##### **Replacement Housing Plans**

For each project, the URS Team will research the marketplace for available replacement locations. After the market data has been obtained, the URS Team will compile a listing of available housing and/or business replacement sites. Some criteria used by the URS Team in determining comparable replacement sites are as follows:

- Functionally equivalent
- Adequate in size to accommodate the displaced persons

- Not subject to unreasonable adverse environmental conditions
- Located in similar proximity to public services and employment
- Located on a site typical in size
- Currently available on the open market to the displaced person
- Within the financial means of the displaced person

The replacement housing valuation reports will be prepared by a person other than the designated relocation assistance agent for the displaced person (unless the valuation is less than \$10,000). All subject and comparable dwellings will be field reviewed and any special or unique interior features noted. The valuation reports will contain photographs of all dwelling units described in the reports, including subject and comparable dwellings.

### **Residential Relocation**

For residential relocations, the URS Team will provide the following:

- Interview prospective displacees to ascertain relocation housing needs and verify income and rent/mortgage payments and determine if any special needs exist in the household.
- Inform displacees of available relocation assistance services and benefits, and explain relocation process.
- Provide advisory assistance on an on-going basis, including referrals to and coordination with social service agencies, housing authorities, and any other services, which may be required.
- Prepare notices and personally deliver required notices, which may include Informational Statements, Notices of Displacement, 90-Day Notices to Vacate, and other notices.
- Provide displacee, in writing, with referrals to comparable replacement housing.
- Determine eligibility of each displacee and amount of relocation benefits, including moving payments, rental/down payment assistance, and replacement housing payments and, to the extent possible, include at least three comparables in the computation, and prepare Entitlement Letter to each displacee.
- Conduct "decent, safe and sanitary" inspections of comparable replacement dwellings and advise displacee of findings.
- Prepare all necessary claim forms, secure displacee's signatures on claim forms, and submit claim forms to SANBAG for processing. When checks are available, personally deliver checks to displacee, whenever possible.
- Obtain moving cost estimates, as needed, and monitor the move, as necessary.
- Maintain files on each displacee.
- Provide SANBAG with status reports summarizing the status of the relocation

for each displacee.

- Provide project management services to coordinate and meet with SANBAG staff to discuss progress and schedule as needed.

### **Business Relocation**

- For business relocations, The URS Team will provide the following:
- Interview prospective displacees to ascertain relocation needs.
- Inform displacees of available relocation assistance services and benefits, and explain the relocation process.
- Prepare notices under the direction of SANBAG and deliver required notices, which may include Informational Statements, Notices of Displacement, 90-Day Notices to Vacate, and other notices.
- Provide displacee, in writing, with referrals to comparable business locations and assist in any planning and/or permitting issues.
- Advise business owners of potential claim for loss of goodwill.
- Negotiate with business owner for fixtures and equipment (F&E), as may be required. SANBAG will provide appraisals for such F & E. Itemize this cost separately.
- Provide on going advisory assistance to business owners.
- Prepare specifications for the move and inventory of personal property, coordinating with acquisition agent to assure that there is no dispute with property owner, if owner is not business owner.
- Obtain minimum of two bids from movers that are suited to the type of business being relocated.
- Monitor the actual move to replacement site and re-establishment activities, as necessary.
- Determine eligibility of each business and the proposed amount of relocation benefits, including actual and reasonable moving payments, re-establishment payments, or the "in-lieu" payment and deliver Entitlement Letter.
- Prepare all necessary claim forms, secure claimant's signatures on claim forms, and submit claim forms to SANBAG for processing and payment. When checks are available, personally deliver checks to displacee, whenever possible.
- Maintain files on each displacee, provide SANBAG with status reports, as required, and submit completed files to City when displacee has received final payment.
- Provide project management services to coordinate and meet with SANBAG staff to discuss progress and schedule as needed.
- The URS Team prides itself on its ability to administer a relocation program that recognizes the needs of the displacee and the sensitivity required to carry out a relocation. We strive to minimize the hardships associated with a move for



each displacee, while at the same time ensuring SANBAG is within the law in providing the eligible benefits to displacees. In so doing, The URS Team is able to minimize negative press and litigation for our client agencies.

Upon a successful acquisition through negotiation, the transaction will be completed and closed through a directed escrow. Our acquisition team will review Title Reports for liens, CC&R's and other encumbrances, and work with SANBAG, the property owner and Escrow to clear title.

## **5.2 Obtain Right of Way Certification**

As this is planned to be a federally funded project, The URS Team will obtain right of way certification which documents that real property interests have been secured and that all right of way activities were conducted in accordance with the applicable policies and procedures. During this process, The URS Team will coordinate and attend certification planning activities and meet with SANBAG, project partners and stakeholders to determine project requirements. The URS Team will assist SANBAG in the preparation of the submittal package that will include the certification form and compilation of the necessary backup documents. This would generally include deeds, resolutions of necessity, final orders of condemnation, access agreements, cooperative agreements, permits, among other documents.

## **Task 6 Construction Support Services**

### **6.1 Bid Support Services**

SANBAG will require the URS Team, on an as requested basis, to provide support services during the bid / award period. For the purpose of this Scope of Services, this support effort is described below in a general nature.

#### **6.1.1 *Advertise / Pre-Bid Meeting***

SANBAG will require the URS Team to assist SANBAG in notifying prospective bidders. Should a pre-bid meeting be necessary, the URS Team will attend the pre-bid meeting, and may be required to make presentation, answer or clarify questions regarding the contract documents. The URS Team may be required to prepare minutes of the pre-bid meeting.

#### **6.1.2 *Clarify Questions / Addenda***

Subsequent to the pre-bid meeting, the URS Team will be required to assist SANBAG in answering questions or providing clarifications.

As necessary, the URS Team will prepare and issue addenda prior to or after the pre-bid meeting. the URS Team may be required to distribute such addenda to prospective bidders.

### **6.2 Construction Support Services**

SANBAG will require the URS Team, on an as requested basis, to provide design support services during the construction period. The tasks below are described in a general nature.

**6.2.1     *Pre-Construction Meeting & Process RFIs***

URS will attend a pre-construction conference meeting with the successful contractor and will assist SANBAG in answering questions and providing clarifications regarding the contract documents, review and response procedures, and the protocol for transmitting information.

After construction Notice to Proceed has been issued to the Construction Contractor, URS will respond to and process request for information by the Contractor. For the purposes of this scope, it is assumed that up to 10 such requests will be processed.

**6.2.2     *Site Visits***

URS will visit the job site for on-site visual review of the construction, and assist SANBAG in resolving issues that may arise during construction or identifying any defects or deficiencies that may be observed in the work during such visits. For the purposes of this scope, it is assumed that up to 2 such site visits will be required.

**6.2.3     *Review Shop Drawings & Prep Redesign for CCOs***

URS will review shop drawings prepared by the Contractor, and document all review comments and recommendations. If design changes are necessitated, URS will prepare modified or supplemental contract documents to support Construction Contract Change Orders.

For the purposes of this scope, it is assumed that up to 20 shop drawing reviews and up to 10 such CCOs will be processed.

**6.2.4     *Prepare As-Built Plans***

URS will prepare final as-built plans based on information provided by the Construction Contractor, conforming to the Caltrans District 8 As-Built Guidelines. These plans will be submitted to SANBAG in both hard copy as well as electronic format for distribution to the City of Barstow and San Bernardino County.

***ATTACHMENT "B"***

**Billing Rate Schedule**

**By and Between**

**San Bernardino Associated Governments/San Bernardino County  
Transportation Authority**

**And**

**URS Corporation Americas**

**for**

**Delivery of PA/ED and PS&E, including R/W engineering and support**

**for**

**Lenwood Road Grade Separation Project**

**Contract No. 10143**



# SANBAG - LENWOOD ROAD G/S COST PROPOSAL



Preliminary Engineering and Environmental Services, Final  
Project Name: Design (PS&E), and Right of Way Services for Lenwood Road  
Grade Separation Project

Date: 12/17/2009

Consultant: URS Corporation

## DIRECT LABOR

Classification	Name	Range	Hours	Initial Hourly Rate	Total
Project Manager (PM)			1016 @	\$ 73.00	\$ 74,168.00
Senior Project Engineer (SPE)			1733 @	\$ 66.00	\$ 114,378.00
Senior Env Planner (SEP)			70 @	\$ 63.00	\$ 4,410.00
Project Eng/Sr Scientist (PE/SS)			2420 @	\$ 44.00	\$ 106,480.00
Env Planner/Scientist (EP/S)			718 @	\$ 34.00	\$ 24,412.00
Design Engineer (DE)			2192 @	\$ 28.00	\$ 61,376.00
Senior CADD/Technician (SCAD)			418 @	\$ 26.00	\$ 10,868.00
CADD Technician (CAD)			1704 @	\$ 22.00	\$ 37,488.00
Clerical (CLR)			400 @	\$ 20.00	\$ 8,000.00
			@		
			@		

Subtotal Direct Labor Costs \$ 441,580.00

Anticipated Salary Increases (3%) \$ 13,247.40

**Total Direct Labor Costs (DLC) \$ 454,827.40**

## FRINGE BENEFITS AND INDIRECT COSTS

Rate	Total
150 %	\$ 682,241.10
<b>Total Fringe Benefits (FB)</b>	<b>\$ 682,241.10</b>

## FEE (PROFIT)

Rate	Total
10 %	\$ 113,706.85
<b>Fee (DLC+FB+IC)</b>	<b>\$ 113,706.85</b>

## OTHER DIRECT COSTS

1. Reproduction	\$ 14,000.00
2. Plotting	\$ 4,800.00
3. Transportation/Travel	\$ 9,400.00
4. Postage / Shipping / Phone / Fax	\$ 760.00
5. Misc (Geotech Lab Testing & Drilling)	\$ 21,150.00
6. Misc (Public Outreach Direct Expenses)	\$ 7,000.00
7. Misc (Potholing of Underground Utilities)	\$ 20,000.00
<b>Total Other Direct Costs</b>	<b>\$ 77,110.00</b>

## SUBCONTRACTOR COSTS

Wilson and Company	\$ 747,830.60
Epic Land Solutions	\$ 425,280.28
Tatsumi & Partners	\$ 39,652.77
	\$ -
<b>Subs - Total Direct Cost</b>	<b>\$ 1,212,763.65</b>

**TOTAL CONTRACT COST \$ 2,540,649.00**

**CONTINGENCIES \$ 574,459.00**

**TOTAL PROJECT COST \$ 3,115,108.00**

**SANBAG - LENWOOD ROAD G/S**  
**COST PROPOSAL**  
**MAN HOURS WORKSHEET**



Project Name: Preliminary Engineering and Environmental Services, Final Design (P&S&E), and Right of Way Services for Lenwood Road Grade Separation Project													Date: 12/17/2009								
Consultant: URS Corporation													\$ 73.00	\$ 66.00	\$63.00	\$44.00	\$34.00	\$28.00	\$ 26.00	\$22.00	\$ 20.00
Task No.	Task Description	PM	SPE	SEP	PE/SS	EP/S	DE/AP	SCAD	CAD	CLR	Total Hours										
Phase I: Preliminary Engineering and Environmental Documents																					
Task 1 Project Management																					
1.1	Meetings / Coordination	380	64		74					60	578										
1.2	Scheduling / Project Control	80	64		36					40	220										
1.3	Project Funding	80	120							20	220										
	Total Task 1	540	248	0	110	0	0	0	0	120	1018										
Task 2 Preliminary Engineering																					
2.1	Data Gathering and Site Assessment										0										
Preliminary Engineering Studies / Reports																					
2.2.1	Aerial and Topo Mapping										0										
2.2.2	Field Design Surveys										0										
2.2.3	Traffic Forecasting and Modeling										0										
2.2.4	Geometric Plans for Project Alternatives	60	100		120		120	40	120		560										
2.2.5	Value Engineering Analysis										0										
2.2.6	Construction Staging Concept Plans	4	20		32		60	20	30		166										
2.2.7	Preliminary Hydraulics Study	8	60		40		30	20	12		170										
2.2.8	Drainage Concept Plans	4	40		40		20		40	10	154										
2.2.9	Storm Water Data Report	4	20		40		20		10		94										
2.2.10	Traffic Operational Analysis	6	32		56		40				134										
2.2.11	Right-of-Way Data Sheets		4						6		10										
2.2.12	Utility Impacts and Relocation Requirements	8	16		20		24	20	20		108										
2.2.13	Preliminary Foundation Report		2		4						6										
2.2.14	Structures Preliminary Design (APS)										0										
2.2.15	Preliminary Cost Estimates for Alternatives		2		8		8		8		26										
2.2.16	Draft Engineering Project Report	24	47		80		60	20	80	20	331										
2.2.17	Final Engineering Report	4	20		30		30	10	20	6	120										
2.2.18	Record of Survey for Project Boundary	4					10				14										
	Total Task 2	126	333	0	470	0	422	130	346	36	1883										
Task 3 Environmental Documentation																					
3.1	Preliminary Environmental Studies (PES) Form	2		8	16	40			6		72										
3.2	Natural Environment Study (Minimal Impacts)			4	14	60			8		86										
3.3	Visual Impact Assessment			8	60	24			24		116										
3.4	Cultural Resources Studies (HPSR/ASR)			12	90	30			20		152										
3.5	Paleontological Resources (PIR)			4	56	16			12		88										
3.6	Noise Study Report			8	120	24			20		172										
3.7	Air Quality Study/Conformity Analysis			8	12	90			8		118										
3.8	Initial Site Assessment (ISA)			4		50			4		58										

**SANBAG - LENWOOD ROAD G/S**  
**COST PROPOSAL**  
**MAN HOURS WORKSHEET**

Project Name: Preliminary Engineering and Environmental Services, Final Design (PS&E), and Right of Way Services for Lenwood Road Grade Separation Project												Date: 12/17/2009	
Consultant: URS Corporation												\$ 73.00 \$ 66.00 \$ 63.00 \$ 44.00 \$ 34.00 \$ 28.00 \$ 26.00 \$ 22.00 \$ 20.00	
Task No.	Task Description	PM	SPE	SEP	PE/SS	EP/S	DE/AP	SCAD	CAD	CLR	Total Hours		
3.9	Water Quality Assessment	2	20	4	50	60			10		146		
3.10	Relocation Impact Memorandum	2		2		40			8		52		
3.11	Draft / Final CEQA SE and NOE	2		4		24					30		
3.12	Draft / Final NEPA CE	2		4		32					38		
3.13	Public Outreach	30			88	140	190		24	56	528		
Total Task 3		40	20	70	906	680	190	0	144	56	1656		
Phase II: Final Design Services													
Task 4 Final Design Services (PS&E)													
(No Entries Here)													
4.1	35% PS&E Submittal												
4.1.1	Roadway	10	30		40		64	20	40	6	210		
4.1.2	Structures	4							4		8		
4.1.3	Traffic	4	20		40		60		60		184		
4.1.4	Railroad	4	4						10	4	22		
4.1.5	Erosion Control	2	8		16		28	16	8	4	82		
4.1.6	Quantities and Cost Estimates for 35% PS&E		10		20		10		10		50		
(No Entries Here)													
4.2	65% PS&E Submittal												
4.2.1	65% Roadway	10	30		60		100	20	60	10	290		
4.2.2	60% Structures (Unchecked Bridge Plans)	16	120		84	88	244		48	10	610		
4.2.3	65% Traffic and Street Lighting	10	40		60		80	20	80	10	300		
4.2.4	65% Construction Traffic	8	30		60		60		60		218		
4.2.5	65% Utilities	10	40		80		80	20	80	10	320		
4.2.6	65% Erosion Control		12		24		40	8	32	4	120		
4.2.7	65% Railroad	4	8						8		20		
4.2.8	Quantities and Cost Estimates for 65% PS&E		20		40		40		20		120		
4.2.9	65% Permits/Agreements	10	20		20					4	54		
(No Entries Here)													
4.3	95% PS&E Submittal												
4.3.1	95% Roadway	10	30		60		100	20	60	10	290		
4.3.2	90% Structures (Intermediate Bridge Plans)	10	80		100				20	10	220		
4.3.3	95% Traffic and Street Lighting	10	40		60		80	20	80	10	300		
4.3.4	95% Construction Traffic	6	30		60		60	20	60		236		
4.3.5	95% Utilities	10	60		60		80	40	80	10	340		
4.3.6	95% Erosion Control		12		24		40	24	16	4	120		
4.3.7	95% Railroad	8	12						10		30		
4.3.8	Quantities and Cost Estimates for 95% PS&E		24		40		40	20	20		144		
4.3.9	95% Permits/Agreements	20	20		20					10	70		
(No Entries Here)													
4.4	100% PS&E Submittal												
4.4.1	100% Roadway	4	10		20		40	20	40	4	138		

Project Name: Preliminary Engineering and Environmental Services, Final Design (PS&E), and Right of Way Services for Lenwood Road Grade Separation Project												
Consultant: URS Corporation												
Date: 12/17/2009												
\$ 73.00   \$ 66.00   \$ 34.00   \$ 28.00   \$ 26.00   \$ 22.00   \$ 20.00												
Task No.	Task Description	PM	SPE	SEP	PE/SS	EP/S	DE/AP	SCAD	CAD	CLR	Total Hours	
4.4.2	100% Structures (Final Bridge Plans)	4	10		10				10		34	
4.4.3	100% Traffic and Street Lighting	4	24		20		40		20	4	112	
4.4.4	100% Construction Traffic	4	20		30		30		40	4	128	
4.4.5	100% Utilities	4	20		20		40	10	30	4	128	
4.4.6	100% Erosion Control		10		12		32	10	20		84	
4.4.7	100% Railroad	4	10				24		10		24	
4.4.8	Quantities and Cost Estimates for 100% PS&E		16		24				20		84	
4.4.9	100% Permits/Agreements	10	10		10					10	40	
<b>Total Task 4</b>		200	830	8	1174	88	1432	288	4056	142	8130	
<b>Task 5 Right-of-Way Services</b>												
5.1	Title Services	4	10						10	4	28	
5.2	Appraisal	4	2								6	
5.3	Dual Appraisal	2									2	
5.4	Appraisal Review	2									2	
5.5	Acquisition	12	8								20	
5.6	Relocation Services	12	8								20	
5.7	Escrow Services	2									2	
5.8	Property Management	8	4								12	
5.9	Obtain Right-of-Way Certification	4	10							4	18	
<b>Total Task 5</b>		50	42	8	0	0	0	0	10	8	110	
<b>Task 6 Construction Support Services</b>												
<b>6.1 Bid Support Services</b>												
6.1.1	Advertise / Pre-Bid Meeting	10	10							4	24	
6.1.2	Clarify Questions / Addenda	10	20		20		8		8	4	70	
<b>6.2 Construction Support Services</b>												
6.2.1	Pre-Construction Meeting & Process RFIs	20	40		40		40		20	10	170	
6.2.2	Site Visits	10	20								30	
6.2.3	Review Shop Drawings & Prep Redesign for CCOs	10	80		120		80		40	10	340	
6.2.4	Prepare As-Built Plans		60		40		40		80	10	230	
<b>Total Task 6</b>		60	220	8	220	0	168	0	148	36	864	
<b>Total Project Hours</b>		1016	1733	170	2420	718	2192	418	1704	400	10671	

## *Minute Action*

AGENDA ITEM: 14

**Date:** January 6, 2010

**Subject:** Delivery of the I-215/I-15 Devore Interchange project using the Design-Build delivery method in lieu of the traditional Design-Bid-Build method

- Recommendation:\***
1. Authorize staff to proceed with a Design-Build delivery method for the I-215/I-15 Devore Interchange project.
  2. Authorize staff to submit an application to Caltrans for the consideration by the California Transportation Commission of the I-215/I-15 Devore Interchange project to utilize Design-Build delivery method.
  3. Authorize staff to negotiate with Caltrans and reach agreement on roles and responsibilities, staffing assignments, project organization, schedule & cost, and the designation of Caltrans as the responsible agency for project development.

**Background:** On February 20, 2009, Senate Bill 4 (SBX2 4) was signed by Governor Schwarzeneger which amended the California Public Contract Code (Public Contract Code Section 6805 et seq.) and established the State's transportation Design-Build Demonstration Program. The intent of the design-build program is to evaluate the potential for reduced costs, expedited project completion, and design innovations that are typically associated with design-build projects.

\*

Approved  
Board of Directors

Date: \_\_\_\_\_

Moved:

Second:

In Favor:

Opposed:

Abstained:

Witnessed: \_\_\_\_\_



The I-15/I-215 (Devore) Interchange project is good candidate for design-build. Utilizing the design-build procurement process would allow construction to commence up to 17 months sooner than using the traditional design-bid-build procurement process. Additional pros and cons are listed later in this item.

The Devore Interchange construction contract is currently scheduled to be awarded in December 2013. Trade Corridor Improvement Fund (TCIF) account program includes \$118 million for the Devore Interchange construction. The total estimated cost is \$368 million. Per the California Transportation Commission (CTC) policy the latest that a TCIF project can be awarded is December 31, 2013. Also, it is widely known that TCIF funds have been over-programmed and there is a high probability that by December 2013, the program funds would be completely depleted. By utilizing the design-build process, Devore Interchange could be delivered early which would reduce the risk of losing the TCIF funds.

Under the Design-Build Demonstration program, the California Transportation Commission (CTC) is allowed to authorize up to 15 design-build transportation projects, of which 10 are designated for Caltrans projects, and 5 are designated for local transportation entities or Regional Transportation Planning Agencies (RTPA). A legal opinion has not been agreed to on the intent of the legislative language with regard to the responsible agency for the 5 RTPA designated design-build projects if they are proposed on the State Highway System. For the 10 Caltrans designated projects, the legislation states that Caltrans shall be the responsible agency for project development of "on-line" projects. On-line projects are those within the State highway right-of-way. In addition the legislation requires Caltrans to propose a project with a value greater than \$200M.

The competition for the five slots available to local transportation entity or Regional Transportation Planning Agencies (RTPA) will be fierce and the likelihood of the Devore project being selected would be reduced. In addition, as discussed above a determination on the responsible agency would need to be made. Four of the ten Caltrans projects have been assigned with six slots open. The State's potential projects are generally maintenance type projects and do not meet the \$200M criteria. However, the State is interested in teaming with SANBAG to deliver the Devore Interchange project as a design-build project. For the reasons stated above, SANBAG staff strongly believes that proposing the Devore project as one of the 10 projects allocated for Caltrans would give the project the best chances of getting CTC approval. To be considered under the Caltrans 10 projects, all candidate projects must be submitted to Caltrans by January 5, 2010.

At the September 10, 2009 Major Projects Committee meeting, SANBAG staff presented the committee with information pertaining to the design-build delivery method, and highlighted the typical benefits, and risks associated with this

method of delivery. A summary of the pros and cons specific to the I-215/I-15 Devore Interchange project are as follows:

**Pros**

- Using the design-build approach to deliver the I-215/I-15 Devore Interchange project would result in the acceleration of the construction start date up to 17 months sooner.
- Earlier construction start would enable SANBAG to request an earlier allocation of the TCIF funds, thus reducing the probability of potentially losing these funds should the program run out of money by 2013.
- Proceeding with the design-build method and designating Caltrans as the lead agency would underscore the current successful working relationship between Caltrans and SANBAG. Furthermore, the close coordination and cooperation with Caltrans would increase support for the project and would reduce or eliminate potential objections that could arise from the use of the design-build method.
- SANBAG would have administrative and project controls oversight of the project to help ensure on-time and on-budget delivery.
- Project support will be less expensive because of the earlier start, shorter delivery time and potential innovative approaches by design-build teams.
- The awarded design-build contract would be Fixed Lump Sum. Statistically, these types of design-build contracts will have fewer change orders provided the scope does not change after the contract is awarded.
- Some of the greater risk elements on the Devore interchange project, such as utilities and rail road coordination would be transferred to the design-builder.
- The Devore interchange project presents a number of design challenges due to the terrain and the physical and environmental constraints. This challenge creates a greater incentive for the design-build team to develop innovative solutions to reduce bid prices.

**Cons**

- The Devore interchange project would be the first local large scale design-build project to be managed and delivered by both Caltrans and SANBAG. While every effort will be made to assemble the most experienced and knowledgeable Caltrans/SANBAG team, there will be a learning curve. This can be minimized by SANBAG providing advisors with design-build expertise.
- Caltrans existing organizational structure could impede the success of a design-build project.

Based on early discussions between Caltrans and SANBAG, Caltrans has expressed willingness to use a project type organization that would give the Project Manager authority to make final decisions and provide overall approval and direction. This is a huge shift from the traditional Caltrans typical structure which is discipline based with emphasis on technical approach and functional managers.

- Funding for construction would need to be accelerated. Right-of-way acquisitions and utility relocations will need to be carefully coordinated on the Devore interchange project. Delays to these two activities could impact design-builder's schedule which could result in a change orders.

Before proceeding with design-build delivery method, potential delays listed in cons will be re-evaluated as the project documents are developed. If there is a significant negative impact to the schedule, the design-build contract advertisement will be delayed to mitigate potential cost and time exposure.

#### **Current Recommendation**

Staff is requesting authorization to negotiate with Caltrans and reach agreement on roles and responsibilities, staffing assignments, project organization, schedule & cost, and the designation of Caltrans as the responsible agency for project development. Staff is also requesting authorization to submit the Devore interchange project as one of ten potential design-build projects in the state to be lead by Caltrans.

#### **Next Steps**

If approved, staff will negotiate a co-operative agreement with Caltrans and return to the Board for approval. Status updates will be provided on a regular basis to inform the Major Projects Committee and Mountain/Desert Committee members of the development of the Design-Build procurement documents.

**Financial Impact:** This action will not have an impact t the FY 2009/10 Budget.

**Reviewed By:** This item was reviewed and recommended for approval by the Major Projects Committee on December 10, 2009 and the Mountain/Desert Committee on December 18, 2009.

**Responsible Staff:** Garry Cohoe, Director of Freeway Construction

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority  
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

## *Minute Action*

AGENDA ITEM: 15

**Date:** January 6, 2010

**Subject:** FY 2010/2011 Apportionment for Measure I 2010-2040

**Recommendation:**\* Receive information on development of apportionment alternatives for FY 2010/2011.

**Background:** The Measure I 2010-2040 Strategic Plan established an annual process for the conveyance of Measure I 2010-2040 funds to programs and projects contained in the Measure I Expenditure Plan. The process entails four steps, which include the identification of needs, fund apportionment, fund allocation and fund expenditure. A comprehensive explanation of the four-step process can be found within the Strategic Plan beginning on page IV-5.

At the December Major Projects and Mountain/Desert Committees SANBAG staff presented information during the first annual Capital Project Needs Analysis (CPNA) process. The CPNAs represent the list of projects SANBAG and local jurisdictions desire to deliver between Fiscal Years 10/11 and 14/15. The purpose of this agenda item is to:

- Summarize the CPNA results being presented at the Major Projects and Mountain/Desert Committees
- Discuss availability of other funding sources that are required to supplement Measure I in the FY10/11 Apportionment.
- Receive committee direction on criteria that should guide the development and evaluation of apportionment alternatives

*Approved*  
*Board of Directors*

*Date:* \_\_\_\_\_

*Moved:*

*Second:*

*In Favor:*

*Opposed:*

*Abstained:*

*Witnessed:* \_\_\_\_\_

- Summarize the schedule leading to SANBAG Board approval of a program apportionment and funding allocation to projects for FY10/11.

### **Summary of CPNA Requests and Measure I Revenue**

A summary of CPNA requests by program for the Cajon Pass, San Bernardino Valley Subarea and Victor Valley Subarea is included in Table 1. The table shows the CPNA request for Measure I funds, the estimated Measure I revenue for each program, and the extent to which the requests are over or under the estimated revenue over a five-year period. Non-Measure I funding sources (i.e. State, federal, and development mitigation) are not shown. Thus, the table is a direct comparison of the request for Measure I funds to the estimated Measure I revenue by fiscal year. The more detailed project-specific information supporting the summary table is presented in both the December Major Projects and Mountain/Desert Committee agendas.

### **Other Revenue Sources**

Measure I is the largest source of revenue for transportation project delivery in San Bernardino County. However, many of the projects included in the CPNAs by SANBAG and local jurisdictions require financial augmentation by State, federal, and other local funding sources, including development mitigation.

State and federal revenues are extremely difficult to forecast at this time. There are many unknowns, such as the condition of the State budget and associated funding programs, the level of funding that can be expected from reauthorization of the new federal transportation act, and the disposition of earmark requests in the federal bill. State and federal revenue estimates were presented in an agenda item for the Plans and Programs Committee on October 21, 2009 and are not repeated here. A range of State and federal revenue estimates will be analyzed in the cash-flow analysis and reviewed as part of the apportionment recommendation. However, the following represent State, federal, and local funding issues facing SANBAG in the development of initial apportionment alternatives:

**Table 1:**  
**Summary of CPNAs by Measure I Program (\$1,000s)**

Cajon Pass	FY10/11			FY11/12			FY12/13		
	CPNA Req	MI Est	Over/Under	CPNA Req	MI Est	Over/Under	CPNA Req	MI Est	Over/Under
Cajon Pass									
Devore Interchange	\$6,000	\$2,949	(\$3,051)	\$17,000	\$2,979	(\$14,021)	\$36,606	\$3,009	(\$33,597)
San Bernardino Valley									
Freeway	\$5,159	\$24,225	\$19,066	\$14,176	\$24,468	\$10,292	\$33,879	\$24,712	(\$9,167)
Freeway I/C	\$15,475	\$9,189	(\$6,286)	\$27,748	\$9,281	(\$18,467)	\$28,260	\$9,374	(\$18,886)
Major Street	\$72,351	\$16,707	(\$55,644)	\$82,881	\$16,874	(\$66,007)	\$68,872	\$17,403	(\$51,469)
Traffic Mgmt Systems	\$189	\$1,671	\$1,482	\$1,217	\$1,687	\$470	\$1,250	\$1,704	\$454
Metrolink/Rail	\$19,475	\$6,683	(\$12,792)	\$120,443	\$6,750	(\$113,693)	\$75,097	\$6,817	(\$68,280)
Express Bus/BRT	\$1,671	\$1,671	\$0	\$20,874	\$1,687	(\$19,187)	\$0	\$1,704	\$1,704
Victor Valley									
Major Local Highway	\$31,310	\$2,956	(\$28,354)	\$15,510	\$2,986	(\$12,524)	\$510	\$3,016	\$2,506
Proj Dev/Traffic Mgmt	\$305	\$166	(\$139)	\$73	\$167	\$94	\$84	\$169	\$85

Cajon Pass	FY13/14			FY14/15			Total		
	CPNA Req	MI Est	Over/Under	CPNA Req	MI Est	Over/Under	CPNA Req	MI Est	Over/Under
Cajon Pass									
Devore Interchange	\$31,391	\$3,039	(\$28,352)	\$30,856	\$3,069	(\$27,787)	\$121,853	\$15,045	(\$106,808)
San Bernardino Valley									
Freeway	\$46,635	\$24,959	(\$21,676)	\$60,026	\$25,209	(\$34,817)	\$159,875	\$123,573	(\$36,302)
Freeway I/C	\$20,013	\$9,467	(\$10,546)	\$10,638	\$9,562	(\$1,076)	\$102,134	\$46,873	(\$55,261)
Major Street	\$71,520	\$17,213	(\$54,307)	\$21,082	\$17,385	(\$3,697)	\$316,706	\$85,582	(\$231,124)
Traffic Mgmt Systems	\$1,288	\$1,721	\$433	\$2,230	\$1,739	(\$491)	\$6,174	\$8,522	\$2,348
Metrolink/Rail	\$0	\$6,885	\$6,885	\$0	\$6,954	\$6,954	\$215,015	\$34,089	(\$180,926)
Express Bus/BRT	\$0	\$1,721	\$1,721	\$0	\$1,739	\$1,739	\$22,545	\$8,522	(\$14,023)
Victor Valley									
Major Local Highway	\$510	\$3,046	\$2,536	\$510	\$3,076	\$2,566	\$48,350	\$15,080	(\$33,270)
Proj Dev/Traffic Mgmt	\$97	\$171	\$74	\$111	\$172	\$61	\$670	\$845	\$175

BRD1001b-rpg  
Attachment: BRD1001b1-rpg

- In general, staff proposes to assume that State and federal revenues will be available to fund approximately 50 percent of the costs of projects in the Valley Freeway Program over the life of the Measure. This assumption may be updated as additional information becomes available.
- Traffic Congestion Relief Program (TCRP) funds will not be available for the North Milliken and Hunts Lane grade separation projects in any substantial amount until FY17/18. This expectation is based on initial conversations with the California Transportation Commission (CTC). This leaves a funding gap of approximately \$44 million for these two projects. N. Milliken is ready to go to bid in early 2010 and Hunts Lane will be ready for bid by early 2011. The apportionment must consider how to keep these projects moving.
- Proposition 1B allocations may not be available at the time of project need or in a manner that would enable agencies to maintain statutory and contractual obligations established under the proposition. Discussions with the CTC suggest that this may be the case with Trade Corridor Improvement Funds (TCIF), and future Corridor Mobility Improvement Account (CMIA) funding appears somewhat uncertain as well.
- The State Transportation Improvement Program (STIP) is currently a major funding source for a number of freeway program improvements and several interchange improvements. However, the STIP is currently 40% over-programmed from 2010 to 2013 based on existing state-wide obligations and new programming capacity will not be available until the out years of the 2010 STIP (i.e. 2013/2014 and 2014/2015).
- By SANBAG Board policy enacted in 2003, and reinforced in the Strategic Plan, most of the Valley federal Surface Transportation Program (STP) and Congestion Mitigation and Air Quality (CMAQ) funding is to be dedicated to the Valley Freeway Program. Clustering the delivery of freeway projects in the early part of Measure I 2010-2040 would mean that SANBAG would have to lower the expected percentage of State and federal formula revenues (e.g. STP and CMAQ funds) available to those early-delivery projects. Measure I would need to make up the difference, creating increased bond financing requirements. Alternatively, these limitations on State and federal funding availability may force SANBAG to deliver these projects over a longer time frame than desired.
- The annual reports from local jurisdictions indicate a further reduction in fee collections from prior years. Although local jurisdictions may fund the

development share through loans from other internal sources, it is expected that the drop in fee collections, along with other fiscal challenges at the local level, will result in delays to project delivery.

### **Measure I 2010-2040 Bond Financing Issues**

Strategic Plan policy dictates that SANBAG will sustain its funding commitments to projects from developmental stages through construction. Therefore, even if additional bond financing is determined not to be required as part of the FY 2010-2011 apportionment, the comparison of CPNA requests and Measure I revenue indicates that additional borrowing will need to be considered within the next several years. A review of bond financing issues is provided as background prior to the development of apportionment alternatives.

The Board of Directors approved Resolution No. 09-010 authorizing issuance of the 2009 Sales Tax Revenue Note (Limited Tax Bonds), in an amount not to exceed \$250 million. A portion of the Sales Tax Revenue Note was used to purchase \$193,475,000 in State Obligation Bonds (or private investment bonds) with the proceeds of the State's bond sale to ensure the timely availability of Proposition 1B CMIA and STIP funds for the I-215 project in San Bernardino. The additional revenue secured by issuing the Sales Tax Note is pledged for Valley TCIF Grade Separations, I-10/Citrus and I-10/Cherry Interchanges, and I-15/La Mesa-Nisqualli Interchange. Under the master indenture for the Sales Tax Revenue Note, SANBAG has the authority to issue up to an additional \$100 million in bonds for projects included in the Measure I 2010-2040 Ordinance.

The Sales Tax Revenue Note has a maturity date of May 1, 2012. Prior to the maturity date, SANBAG is required to issue a series of "Take-Out Bonds" to retire the Sales Tax Note. The State of California intends to retire the private investment bonds on or before April 1, 2012. After repayment of the private investment bonds by the State, SANBAG will need to consider the amount of take-out bonds to issue to retire the Sales Tax Revenue Note and meet other project funding obligations as a consequence of the funding decisions made this year and next. SANBAG could use all or part of the proceeds from the State private investment bonds to retire the note or it could use none of the proceeds to retire the note and issue additional bonds against Measure I.



Montague-DeRose, SANBAG's financial advisor, has provided SANBAG staff with a rough estimate of early bonding capacity based on projected Measure I revenue from the Valley subarea programs and the Cajon Pass Program. This estimate was obtained only as a general assessment of the Measure I dollars that could be accessed to advance the delivery of projects in the early years of the Measure and does not in itself indicate the merits of using that bonding capacity. The pros, cons, and potential need for incurring additional debt will be part of the discussion of alternative apportionment scenarios with the SANBAG Board in January. It was estimated that Valley and Cajon Pass Measure I revenue could support debt service for \$650 million in bond issues spread over approximately six years from 2011 through 2017. The revenue estimate supporting debt service excludes the revenue required to meet existing commitments for Project Advancement Agreements, local Measure I pass-through programs, and Senior and Disabled Transit programs. Prior to issuing the take-out bonds, SANBAG should determine the extent to which additional projects should be advanced through debt financing, to better optimize the agency's borrowing strategy. This analysis suggests that SANBAG may have substantial additional financial capacity to deliver projects, if it chooses to pursue that direction. But caution is needed in making such decisions given the current volatility of transportation funding at all levels of government. In addition, SANBAG needs to ensure that Measure I fund balances are sufficient to retain the flexibility to respond to funding opportunities that advance priority projects.

#### **Criteria for Apportionment Alternatives**

SANBAG staff has begun the development of alternative apportionment scenarios for discussion with the SANBAG Board in January. A Board workshop to discuss apportionment options has been set for Wednesday, January 20, 2010 between 12 p.m. and 2 p.m. Alternatives will be presented to the Board representing variations in at least the following factors:

- Potential level of cash-flow borrowing among programs
- Expectation of the availability of State and federal funds
- Expectation of availability of development shares from local jurisdictions
- Balance between additional bond financing versus delays in project delivery

- Level of reserves that should be retained by SANBAG to cover future uncertainties in funding.

SANBAG staff will not make a recommendation on an apportionment scenario until the February 2010 committee meetings. However, staff seeks Board member guidance at this time regarding criteria that may be used as the basis for making that recommendation. Possible criteria include:

- Avoid commitments that would compromise the financial strength and stability of SANBAG
- Ensure that the percentage of program revenues established by the Measure I 2010-2040 ordinance is not compromised in the long term by funding commitments that could be made in the short term
- Ensure that mandatory delivery timelines can be met on projects for which State and federal funds could otherwise be lost (e.g. Proposition 1B CMIA and TCIF funds, or certain federal earmarks)
- Utilize State and federal funds in a way that both optimizes project delivery and maximizes access to those funds
- Recognize established project priorities, such as priorities established within the Valley Freeway Interchange program.
- Expedite the delivery of SANBAG and local jurisdiction projects wherever possible
- Provide flexibility to respond to changing conditions, in light of the funding uncertainties

The above criteria represent a balance of objectives that could guide the development of a recommendation for FY 2010-2011 apportionment. A large number of apportionment scenarios could be conceived, but staff will seek to focus the Board on a relatively small set of options at the January workshop, from which one or two can be selected for further development, fine-tuning, and recommendation in February. Although the apportionment will be for only FY 2010-2011, the analysis must consider at least the first five years to ensure that commitments are not made in FY 2010-2011 that will compromise delivery of priority projects thereafter.

#### **Schedule**

Critical apportionment milestone dates for SANBAG Board members include:

- December 10 Major Projects Committee and December 18 Mountain/Desert Committee – Discussion of CPNA submittals by subarea and program
- December 16 Plans and Programs Committee – Discussion of non-Measure I funding and criteria for development and evaluation of apportionment alternatives
- January 20 Board workshop – Review and discussion of apportionment alternatives
- February 11 Major Projects Committee, February 17 Plans and Programs Committee, and February 19 Mountain/Desert Committee – Consideration of recommended program apportionment and project allocation for FY 2010-2011
- March 3 SANBAG Board of Directors – Approval of program apportionment and project allocation for FY 2010-2011

Transportation Technical Advisory Committee (TTAC) meetings will be held on January 4, February 1, and March 1 and will provide opportunities for discussion of the technical aspects of apportionment and allocation with local jurisdiction staff.

**Financial Impact:** This item has no direct impact on the adopted SANBAG Budget. However, the eventual apportionment and allocation of Measure I 2010-2040 funds for FY 2010-2011 will represent a significant commitment of SANBAG's financial resources. Staff activities associated with this item are consistent with the adopted Budget, Task No. 51510000, Measure I Apportionment and Allocation.

**Reviewed By:** This item was reviewed by the Plans and Programs Committee on December 16, 2009.

**Responsible Staff:** Steve Smith, Chief of Planning

## FY 2010-2011 APPORTIONMENT PRESENTATION

December 13, 2009

### Purposes of the Presentation

- ☐ Provide background in preparation for January 20 Board workshop on Measure I 2010-2040 apportionment alternatives
- ☐ Develop an understanding of:
  - ☐ Measure I request by program,
  - ☐ Projected Measure I revenue by program, and
  - ☐ The key issues that will need to be addressed during the FY 2010-2011 Apportionment process.

## Activities To Date

- Circulated CPNA Request to Local Jurisdictions and SANBAG Program Managers (July 2009)
- Received CPNAs from Valley Jurisdictions (Sept 2009)
- Meetings with Mtn/Desert Jurisdictions
- Prepared Revised MI Revenue Forecast (PPC Oct 2009)
- Tabulated Needs by Program (Oct-Dec 2009)

## Estimated Measure I Revenue by Subarea FY10/11

Measure I Subarea/Expenditure Plan	Revenue (\$1,000s)
San Bernardino Valley	\$ 83,536
Victor Valley	\$ 11,823
Cajon Pass	\$ 2,949
Colorado River	\$ 234
Morongo Basin	\$ 2,147
Mountains	\$ 1,696
North Desert	\$ 2,615
<b>Total</b>	<b>\$ 105,000</b>

## Estimated Cajon Pass and Valley Measure I Revenue by Program FY10/11

Measure I Program	Est MI Rev (\$1,000s)
<b>Cajon Pass</b>	<b>\$ 2,949</b>
<b>Freeway Program</b>	<b>\$ 24,225</b>
<b>Interchange Program</b>	<b>\$ 9,189</b>
Interchange PAA (40%)	\$ 3,676
Interchange Projects (60%)	\$ 5,513
<b>Major Street Program</b>	<b>\$ 16,707</b>
Major Street PAA (40%)	\$ 6,683
Grade Sep Projects (20% of remaining)	\$ 2,005
Arterial Projects (80% of remaining)	\$ 8,019
<b>Local Street Program</b>	<b>\$ 16,707</b>
<b>Traffic Management Systems Program</b>	<b>\$ 1,671</b>
<b>Metrolink/Rail</b>	<b>\$ 6,683</b>
<b>Express Bus/BRT</b>	<b>\$ 1,671</b>
<b>Senior/Disabled</b>	<b>\$ 6,683</b>
<b>Total</b>	<b>\$ 86,485</b>

## Estimated Mtn/Desert Measure I Revenue FY10/11

Mtn/Desert Program	Est MI Rev (\$1,000s)
<b>Colorado River</b>	<b>\$ 234</b>
Local Streets (70%)	\$ 160
Traffic Mgmt Systems (2% of L.S.)	\$ 3
Major Local Highway (25%)	\$ 59
E&H Transit (5%)	\$ 12
<b>Maricopa Basin</b>	<b>\$ 2,147</b>
Local Streets (70%)	\$ 1,473
Traffic Mgmt Systems (2% of L.S.)	\$ 30
Major Local Highway (25%)	\$ 537
E&H Transit (5%)	\$ 107
<b>Mountain</b>	<b>\$ 1,696</b>
Local Streets (70%)	\$ 1,163
Traffic Mgmt Systems (2% of L.S.)	\$ 24
Major Local Highway (25%)	\$ 424
E&H Transit (5%)	\$ 85

Mtn/Desert Program	Est MI Rev (\$1,000s)
<b>North Desert</b>	<b>\$ 2,415</b>
Local Streets (70%)	\$ 1,794
Traffic Mgmt Systems (2% of L.S.)	\$ 3
Major Local Highway (25%)	\$ 654
E&H Transit (5%)	\$ 130
<b>Victor Valley</b>	<b>\$ 11,823</b>
Local Streets (70%)	\$ 8,110
Traffic Mgmt Systems (2% of L.S.)	\$ 166
Major Local Highway (25%)	\$ 2,956
E&H Transit (5%)	\$ 591

## Unknowns

- Outcome of federal re-authorization process, but planning assumptions are needed.
- The exact nature of the I-215 savings
- Timely availability of TCIF and STIP is doubtful
- Whether Measure I revenue has stabilized
- Delivery schedules
- Availability of development mitigation

## Cajon Pass CPNA MI Request

Devore I/C	FY10/11	FY11/12	FY12/13	FY13/14	FY14/15
CPNA Request (MI)	\$6,000	\$17,000	\$36,606	\$31,391	\$30,856
Estimated MI Rev.	\$2,949	\$2,979	\$3,009	\$3,039	\$3,069
Excess Revenue	(\$3,051)	(\$14,021)	(\$33,597)	(\$28,352)	(\$27,787)

### Additional Information:

- CPNA request is for the I-15/I-215 (Devore) interchange – total cost estimated at \$368 million
- The Devore Interchange will consume most of the Cajon Pass revenue from Measure I 2010-2040.
- Other projects, including truck climbing lanes and general purpose widening are also projects eligible for funding.
- TCIF funded project. TCIF Baseline Agreement with CTC assumed bonding to provide full funding for the project.

## Freeway Program CPNA MI Request

Project	FY10/11	FY11/12	FY12/13	FY13/14	FY14/15
I-215 Bl County	\$2,457	\$8,090	\$6,749	\$4,393	\$4,405
I-10 HOV	\$1,277	\$2,446	\$2,901	\$3,383	\$2,124
I-215 Barton Rd I/C	\$1,425	\$1,440	\$10,111	\$15,260	\$16,849
I-215 Mt Vernon I/C	\$0	\$2,200	\$14,118	\$23,599	\$36,648
SR-210 East	\$3,375	\$8,375	\$3,375	\$2,600	\$6,500
<b>Total CPNA Request</b>	<b>\$8,534</b>	<b>\$17,551</b>	<b>\$37,254</b>	<b>\$49,235</b>	<b>\$66,526</b>
<b>Estimated MI Rev.</b>	<b>\$24,225</b>	<b>\$24,468</b>	<b>\$24,712</b>	<b>\$24,959</b>	<b>\$25,209</b>
<b>Excess Revenue</b>	<b>\$15,691</b>	<b>\$6,917</b>	<b>(\$12,542)</b>	<b>(\$24,276)</b>	<b>(\$41,317)</b>

### Additional Information:

- Three of the five projects are holdover projects from MI 1990-2010.
- I-15 being evaluated for potential HOT lane application and will be analyzed in the Measure I Ten-Year Delivery Plan

## Freeway Interchange Program CPNA MI Request

Project	FY10/11	FY11/12	FY12/13	FY13/14	FY14/15
PAA Repayment (40%)	\$3,676	\$3,712	\$3,749	\$3,787	\$3,825
16 Projects	\$11,799	\$24,036	\$24,511	\$16,226	\$6,813
<b>Total CPNA Request</b>	<b>\$15,475</b>	<b>\$27,748</b>	<b>\$28,260</b>	<b>\$20,013</b>	<b>\$10,638</b>
<b>Estimated MI Rev.</b>	<b>\$9,189</b>	<b>\$9,281</b>	<b>\$9,374</b>	<b>\$9,467</b>	<b>\$9,562</b>
<b>Excess Revenue</b>	<b>(\$6,286)</b>	<b>(\$18,467)</b>	<b>(\$18,886)</b>	<b>(\$10,546)</b>	<b>(\$1,076)</b>

### Additional Information:

- Two TCIF Interchange projects—I-10/Citrus and I-10/Cherry.
- One of two Valley programs that requires a development share by local jurisdictions
- MI Need does not anticipate loans to cover local jurisdiction fair share requirements for I-10/Citrus or I-10/Cherry.



## Major Street Program CPNA MI Request

Project	FY10/11	FY11/12	FY12/13	FY13/14	FY14/15
PAA Repayment (40%)	\$6,683	\$6,750	\$6,817	\$6,885	\$6,954
7 Grade Sep Projects	\$52,807	\$18,327	\$42,811	\$33,740	\$0
Arterial Projects	\$12,861	\$57,804	\$19,244	\$30,895	\$14,128
Total CPNA Request	\$72,351	\$82,881	\$68,872	\$71,520	\$21,082
Estimated MI Rev.	\$16,707	\$16,874	\$17,403	\$17,213	\$17,386
Excess Revenue	(\$55,644)	(\$66,007)	(\$51,469)	(\$54,307)	(\$3,696)

### Additional Information:

- MI Need includes 5 TCIF Grade Separations.
- MI Need assumes TCRP for N. Milliken and Hunts Lane (\$44 million) will NOT be available when requested.
- MI Need assumes no Measure I loans to cover development share of TCIF Grade Separation projects.

## Traffic Mgmt Systems CPNA MI Request

Project	FY10/11	FY11/12	FY12/13	FY13/14	FY14/15
Signal Sync Maint	\$0	\$1,000	\$1,000	\$1,000	\$1,900
Alt Fuel/ITS	\$189	\$217	\$250	\$288	\$330
Total CPNA Request	\$189	\$1,217	\$1,250	\$1,288	\$2,230
Estimated MI Rev.	\$1,671	\$1,687	\$1,704	\$1,721	\$1,739
Excess Revenue	\$1,482	\$470	\$454	\$433	(\$491)

### Additional information:

- CPNA includes maintenance of Signal Synchronization Program. The TMS Program was never intended to fully fund any one project or the continued maintenance of the Signal Synchronization Program. Prior to FY11/12, SANBAG will need to develop policy on the maintenance of the program.

## Metrolink/Rail Need CPNA MI Request

Project	FY10/11	FY11/12	FY12/13	FY13/14	FY14/15
Metrolink Extension	\$22,771	\$23,682	\$0	\$0	\$0
Redlands Rail	\$4,475	\$88,990	\$75,097	\$0	\$0
Total CPNA Request	\$27,246	\$112,672	\$75,097	\$0	\$0
Estimated MI Rev.	\$6,683	\$6,750	\$6,817	\$6,885	\$6,954
Excess Revenue	(\$20,563)	(\$105,922)	(\$68,280)	\$6,885	\$6,954

### Additional Information:

- ☐ Total Metrolink Extension Cost - \$46.5 million
- ☐ Total Redlands Rail Cost - \$258.4 million
- ☐ Maintenance to be covered by other state/federal/local sources.
- ☐ Gold Line Extension to Montclair is not projected to require Measure I until FY17/18.

## Express Bus/BRT CPNA MI Request

E St BRT	FY10/11	FY11/12	FY12/13	FY13/14	FY14/15
Total CPNA Request	\$1,671	\$20,874	\$0	\$0	\$0
Estimated MI Rev.	\$1,671	\$1,687	\$1,704	\$1,721	\$1,739
Excess Revenue	\$0	(\$19,187)	\$1,704	\$1,721	\$1,739

### Additional Information:

- ☐ Total E-Street BRT cost at \$190M+
- ☐ Omnitrans has already indicated the need to bond for \$19 million to complete the financial package for the project.

## Summary of Valley CPNA Requests

Program	FY10/11			FY11/12			FY12/13		
	CPNA Req	MLSP	Over/Under	CPNA Req	MLSP	Over/Under	CPNA Req	MLSP	Over/Under
<b>Calton Pass</b>									
Devore Interchange	\$2,850	\$2,849	(\$1)	\$17,800	\$5,879	(\$11,921)	\$35,858	\$5,853	(\$30,005)
<b>San Bernardino Valley</b>									
Freeway 10	\$4,188	\$24,228	\$19,940	\$15,176	\$25,246	(\$10,070)	\$25,279	\$25,115	(\$164)
Freeway 10	\$16,478	\$8,189	(\$8,289)	\$27,748	\$9,281	(\$18,467)	\$28,289	\$9,274	(\$19,015)
Major Street	\$72,353	\$19,707	(\$52,646)	\$52,891	\$16,874	(\$36,017)	\$59,872	\$17,803	(\$42,069)
Traffic Mgmt Systems	\$189	\$1,671	\$1,482	\$1,217	\$1,607	\$470	\$1,200	\$1,784	\$584
Metrolink Rail	\$19,476	\$4,883	(\$14,593)	\$125,442	\$4,786	(\$120,656)	\$75,897	\$4,817	(\$71,080)
Express Bus/BRT	\$1,871	\$1,871	\$0	\$20,874	\$1,882	(\$19,017)	\$0	\$1,704	\$1,704
Program	FY13/14			FY14/15			Total		
	CPNA Req	MLSP	Over/Under	CPNA Req	MLSP	Over/Under	CPNA Req	MLSP	Over/Under
<b>Calton Pass</b>									
Devore Interchange	\$21,891	\$3,039	(\$18,852)	\$20,898	\$3,069	(\$17,829)	\$121,853	\$18,548	(\$103,305)
<b>San Bernardino Valley</b>									
Freeway 10	\$46,835	\$24,968	(\$21,867)	\$49,828	\$25,208	(\$24,617)	\$169,376	\$123,873	(\$45,503)
Freeway 10	\$20,013	\$8,467	(\$11,546)	\$10,638	\$9,882	(\$1,756)	\$102,134	\$48,873	(\$53,261)
Major Street	\$11,820	\$17,215	\$5,395	\$21,882	\$17,385	(\$4,497)	\$316,708	\$85,892	(\$230,816)
Traffic Mgmt Systems	\$1,288	\$1,721	\$433	\$2,230	\$1,739	(\$491)	\$8,174	\$8,822	\$648
Metrolink Rail	\$0	\$8,886	\$8,886	\$0	\$6,864	\$6,864	\$215,015	\$34,888	(\$180,127)
Express Bus/BRT	\$0	\$1,721	\$1,721	\$0	\$1,739	\$1,739	\$22,546	\$8,622	(\$13,924)

## Victor Valley Subarea MLHP MI CPNA Request

Project	FY10/11	FY11/12	FY12/13	FY13/14	FY14/15
PAA for Ranchero Road I/C	\$510	\$510	\$510	\$510	\$510
LaMesa/Nisqualli I/C	\$15,000	\$15,000	\$0	\$0	\$0
Yucca/Loma Bridge	\$15,800	\$0	\$0	\$0	\$0
<b>Total CPNA Request</b>	<b>\$31,310</b>	<b>\$15,510</b>	<b>\$510</b>	<b>\$510</b>	<b>\$510</b>
<b>Estimated MI Revenue</b>	<b>\$2,956</b>	<b>\$2,986</b>	<b>\$3,016</b>	<b>\$3,046</b>	<b>\$3,076</b>
<b>Excess Revenue</b>	<b>(\$30,103)</b>	<b>(\$14,321)</b>	<b>\$2,496</b>	<b>\$2,520</b>	<b>\$2,545</b>

### Additional Information:

- \$24 million available for La Mesa-Nisqualli Interchange as part of Sales Tax Revenue Note.
- Victorville has requested an additional \$3m to finish design.

## Victor Valley Subarea PDTMS MI CPNA Request

Project	FY10/11	FY11/12	FY12/13	FY13/14	FY14/15
Alt Fuel/ITS	\$64	\$73	\$84	\$97	\$111
I-15 Toll Study	\$241	\$0	\$0	\$0	\$0
Total CPNA Request	\$305	\$73	\$84	\$97	\$111
Estimated MI Revenue	\$166	\$167	\$169	\$171	\$172
Excess Revenue	(\$139)	\$94	\$85	\$74	\$61

### Additional Information:

- ☐ Burn rate for I-15 Study still uncertain. May not need all of the \$241,000 in FY10/11
- ☐ Are there other projects?

## Mountain/Desert – Rural Subareas MI MLHP Estimates of Need

Subarea	FY 2010/11	FY 2011/12	FY 2012/13	FY 2013/14	FY 2014/15
<b>Colorado River MI Need</b>	\$59	\$59	\$59	\$60	\$60
Estimated MI Revenue	\$59	\$59	\$59	\$60	\$60
Excess Revenue	\$0	\$0	\$0	\$0	\$0
<b>Morongo Basin MI Need</b>	\$537	\$542	\$547	\$552	\$558
Estimated MI Revenue	\$537	\$542	\$547	\$552	\$558
Excess Revenue	\$0	\$0	\$0	\$0	\$0
<b>Mountains MI Need</b>	\$424	\$428	\$432	\$436	\$440
Estimated MI Revenue	\$424	\$428	\$432	\$436	\$440
Excess Revenue	\$0	\$0	\$0	\$0	\$0
<b>North Desert MI Need</b>	\$653	\$660	\$667	\$674	\$681
Estimated MI Revenue	\$653	\$660	\$667	\$674	\$681
Excess Revenue	\$0	\$0	\$0	\$0	\$0

## Next Steps/Schedule

### □ Critical apportionment milestone dates for SANBAG Board members include:

- December 10 Major Projects Committee and December 18 Mountain/Desert Committee – Discussion of CPNA submittals by subarea and program
- December 16 Plans and Programs Committee – Discussion of non-Measure I funding and criteria for development and evaluation of apportionment alternatives
- January 20 Board workshop – Review and discussion of apportionment alternatives
- February 11 Major Projects Committee, February 17 Plans and Programs Committee, and February 19 Mountain/Desert Committee – Consideration of recommended program apportionment and project allocation for FY 2010-2011
- March 3 SANBAG Board of Directors – Approval of program apportionment and project allocation for FY 2010-2011

- 
- San Bernardino County Transportation Commission •San Bernardino County Transportation Authority
  - San Bernardino County Congestion Management Agency •Service Authority for Freeway Emergencies
- 

## *Minute Action*

AGENDA ITEM: 16

**Date:** January 6, 2010

**Subject:** Annual Agreement between the State of California Department of Transportation (Caltrans) and the San Bernardino Associated Governments (SANBAG), for Freeway Service Patrol (FSP) Funding.

**Recommendations:\*** Approve Agreement No. C10155 between Caltrans and SANBAG, to accept State funds for the operations and management of FSP services for \$1,396,965, and to match those funds with Department of Motor Vehicle Registration Fees (call box revenues) in the amount of \$349,242, for a total contract amount of \$1,746,207, as outlined in the Financial Impact Section below.

**Background:** SANBAG began pursuing funding for FSP several years ago, culminating with the first State FSP allocation starting in Fiscal Year (FY) 2005/2006. FSP consists of a fleet of tow trucks roaming urban freeways for the purpose of assisting motorists with their disabled vehicles during peak periods of congestion. The stretch of highway that the fleet roams up and down is referred to as a "beat." As tow trucks roam a particular beat, motorists can expect a quick response from FSP when the motorists' vehicles become disabled. Over the years, FSP programs have demonstrated many benefits by reducing the amount of time a motorist is in unsafe conditions in traffic lanes, traffic delay, fuel consumption, vehicular emissions and secondary accidents.

Because of the magnitude of this program, the implementation of the San Bernardino FSP was staggered over a period of eighteen months. In January 2006 the first four FSP beats were implemented: three on Interstate (I) 10 from the Los Angeles county line to Waterman Avenue in San Bernardino and one on I-15

*Approved  
Board of Directors*

*Date:*

*Moved: Second:*

*In Favor: Opposed: Abstained:*

*Witnessed:* \_\_\_\_\_

from the Riverside County line to Baseline Avenue in Rancho Cucamonga. In January 2007, the implementation continued with two additional beats: covering all of State Route (SR) 60 in San Bernardino County and a portion of I-215 from the Riverside County Line to 2<sup>nd</sup> Street in San Bernardino. The final two beats were implemented in May 2007: extending service on I-10 from Waterman Avenue in San Bernardino to Orange Street in Redlands, and continuing the I-215 service from 2<sup>nd</sup> Street to University Parkway in San Bernardino.

This program is funded through a combination of three funding sources: State, Service Authority for Freeway Emergencies funding (call box revenue) and funding from the Mobile Source Air Pollution Reduction Review Committee. State funds are allocated on an annual basis to participating agencies through a formula based on population, urban freeway lane miles, and levels of congestion in those urban areas. Please refer to the attached agreement, which stipulates the FY 2009/2010 State contribution in the amount of \$1,396,965 (80% of total participating costs), and the required local match (SANBAG call box revenue) of \$349,242 (20% of total participating costs), for a total funding package to be dedicated to FSP of \$1,746,207. Note that these State funds must be expended within two fiscal years of obligation; therefore, any funds not claimed in the current fiscal year may be carried over and expended in subsequent years.

The service is provided Monday through Friday peak commute hours, 5:30 a.m. to 8:30 a.m. (Monday through Friday), 3:00 p.m. to 7:00 p.m. (Monday through Friday). The program's day-to-day field supervision is handled by the California Highway Patrol.

The program's success can be realized through the sheer quantity of motorists assisted each day. Since January 2006, these sixteen tow trucks, on eight beats, which cover 61 freeway miles in the San Bernardino Valley, have provided more than 120,000 assists to stranded motorists. Since the FSP Program began our drivers have assisted motorists with over 19,000 flat tires, more than 18,500 mechanical and electrical problems, helped with more the 3,800 accidents, and provided fuel to more than 10,000 motorists that were stranded on the freeway because they had ran out of gas.

**Financial Impact:** Funding for the FSP program for the Fiscal Year (FY) 0910 Budget period is included in the FY 0910 Budget, Task Number 70410000, revenue source FY 0809 State FSP Funding and Department of Motor Vehicle funds. It is anticipated that revenue from the FY 0910 State FSP Funding Agreement, will be drawn down during FY 1011.

**Reviewed By:** This item was reviewed and unanimously recommended for approval by the Plans and Programs Committee on December 16, 2009. The contract has been reviewed, as to form, by Legal Counsel.

Board Agenda Item  
January 6, 2009  
Page 3

***Responsible Staff:*** Marla Modell, Air Quality/Mobility Programs Specialist  
Kelly Lynn, Air Quality/Mobility Program Manager



SANBAG Contract No. **C10155**  
by and between  
San Bernardino Associated Governments  
and  
California Department of Transportation  
for Freeway Service Patrol Fund Transfer Agreement

<b>FOR ACCOUNTING PURPOSES ONLY</b>						
<input type="checkbox"/> Payable <input checked="" type="checkbox"/> Receivable	Vendor Contract # _____ Vendor ID <u>CDHQA0</u>	Retention: <input type="checkbox"/> Yes _____ % <input type="checkbox"/> No	<input checked="" type="checkbox"/> Original <input type="checkbox"/> Amendment			
Notes:						
Original Contract: \$ <u>1,746,207</u>  Contingency / Allowance Amount \$ _____		Previous Amendments \$ _____ Previous Amendments \$ _____ Contingency / Allowance Total: Current Amendment: \$ _____ Current Amendment Contingency / Allowance: \$ _____				
Contingency Amount requires specific authorization by Task Manager prior to release.						
<b>Contract TOTAL ►</b>			<b>\$ <u>1,746,207</u></b>			
* Funding sources remain as stated on this document unless and until amended by proper authority. Funding sources are those which are ultimately responsible for the expenditure. ▼ Include funding allocation for the original contract or the amendment						
Main Task/ Project	Level 1	Level 2	Cost Code/ Object	Grant ID/ Supplement	Funding Sources/ Fund Type (Measure I, STP, CMAQ, etc.)	Amounts for Contract Total or Current Amndmnt Amt
<u>0704</u>	<u>000</u>	<u>000</u>	_____	<u>1096</u>	<u>State of California - FSP</u>	<u>\$ 1,396,965</u>
<u>0704</u>	<u>000</u>	<u>000</u>	_____	<u>1060</u>	<u>DMV SAFE Funds</u>	<u>\$ 349,242</u>
_____	_____	_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	_____	_____	\$ _____
Original Board Approved Contract Date:				<u>1/6/10</u>	Contract Start: <u>7/1/09</u>	Contract End: <u>6/30/11</u>
New Amend. Approval (Board) Date:				_____	Amend. Start: _____	Amend. End: _____
Allocate the <b>Total Contract Amount</b> or <b>Current Amendment</b> amount between <b>Approved Budget Authority</b> in the current year and <b>Future Fiscal Year(s) Unbudgeted Obligation</b> .						
<b>Approved Budget Authority ►</b>		Fiscal Year: <u>0910</u> \$ <u>0</u>		<b>Future Fiscal Year(s) – Unbudgeted Obligation ►</b>		\$ <u>1,764,207</u>
<input type="checkbox"/> Budget authority for this contract currently exists in Task No. _____ (C-Task may be used here.). <input type="checkbox"/> A budget amendment is required. A Budget Amendment Request is attached.						

<b>CONTRACT MANAGEMENT</b>	
<b>Check all applicable boxes:</b> <input checked="" type="checkbox"/> Intergovernmental <input type="checkbox"/> Private <input type="checkbox"/> Federal Funds <input checked="" type="checkbox"/> State/Local Funds <input type="checkbox"/> Disadvantaged Business Enterprise (DBE) <input type="checkbox"/> Underutilized DBE (UDBE)	

<b>Task Manager:</b> Michelle Kirkhoff  Task Manager Signature	<b>Contract Manager:</b> Marla Modell  Contract Manager Signature
 Chief Financial Officer Signature	<u>12/3/09</u> Date
<u>12/7/09</u> Date	

Finance will not process any payments without budget authority and properly executed contracts.  
Form 28 9/09 Contract Summary Sheet

FREEWAY SERVICE PATROL PROGRAM  
FUND TRANSFER AGREEMENT (Non Federal)

Agreement No. FSP10-6053(085)  
Project No. FSP10-6053(085)

Location: 08-SBD-Var-SBAG  
EA: 08-925167L

THIS AGREEMENT, effective on July 1, 2009, is between the State of California, acting by and through the Department of Transportation, hereinafter referred to as "STATE", and the San Bernardino Associated Governments, a public agency, hereinafter referred to as "ADMINISTERING AGENCY."

WHEREAS, Streets and Highways Code (S&HC) Section 2560 et seq. authorizes STATE and administering agencies to develop and implement a Freeway Service Patrol (FSP) program on traffic-congested urban freeways throughout the state; and,

WHEREAS, STATE has distributed available State Highway Account funds to administering agencies participating in the FSP Program in accordance with S&HC Section 2562; and,

WHEREAS, ADMINISTERING AGENCY has applied to STATE and has been selected to receive funds from the FSP Program for the purpose of Freeway Service Patrol for FY 2009-2010, hereinafter referred to as "PROJECT"; and,

WHEREAS, proposed PROJECT funding is as follows:

Total Cost	State Funds	Local Funds
\$1,746,207.00	\$1,396,965.00	\$349,242.00; and,

WHEREAS, STATE is required to enter into an agreement with ADMINISTERING AGENCY to delineate the respective responsibilities of the parties relative to prosecution of said PROJECT; and,

WHEREAS, STATE and ADMINISTERING AGENCY mutually desire to cooperate and jointly participate in the FSP program and desire to specify herein the terms and conditions under which the FSP program is to be conducted; and,

WHEREAS, ADMINISTERING AGENCY has approved entering into this Agreement under authority of Resolution No. \_\_\_\_\_ approved by ADMINISTERING AGENCY on \_\_\_\_\_, a copy of which is attached.

For Caltrans Use Only

I hereby Certify upon my own personal knowledge that budgeted funds are available for this encumbrance

<i>Caleb Kwong</i>		Accounting Officer		Date <i>11.4.09</i>		\$ <i>1,396,965.00</i>	
Chapter	Statutes	Item	Fiscal Year	Program	BC	Category	Fund Source
1	2009	2660-102-042	2009/2010	20.30.010.600	C	262040	114-042-T

NOW, THEREFORE, the parties agree as follows:

## SECTION I

### STATE AGREES:

1. To define or specify, in cooperation with ADMINISTERING AGENCY, the limits of the State Highway segments to be served by the FSP as well as the nature and amount of the FSP dedicated equipment, if any, that is to be funded under the FSP program.
2. To pay ADMINISTERING AGENCY the STATE's share, in amount not to exceed \$1,396,965.00 of eligible participating PROJECT costs.
3. To Deposit with ADMINISTERING AGENCY, upon ADMINISTERING AGENCY's award of a contract for PROJECT services and receipt of an original and two signed copies of an invoice in the proper form, including identification of this Agreement Number and Project Number, from ADMINISTERING AGENCY, the amount of \$223,514.40. This initial deposit represents STATE's share of the estimated costs for the initial two months of PROJECT. Thereafter, to make reimbursements to ADMINISTERING AGENCY as promptly as state fiscal procedures will permit, but not more often than monthly in arrears, upon receipt of an original and two signed copies of invoices in the proper form covering actual allowable costs incurred for the prior sequential month's period of the Progress Payment Invoice. (The initial deposit will be calculated at 16% of the STATE's total share.)
4. When conducting an audit of the costs claimed by ADMINISTERING AGENCY under the provisions of this Agreement, STATE will rely to the maximum extent possible on any prior audit of ADMINISTERING AGENCY performed pursuant to the provisions of state and federal laws. In the absence of such an audit, work of other auditors will be relied upon to the extent that work is acceptable to STATE when planning and conducting additional audits.

## SECTION II

### ADMINISTERING AGENCY AGREES:

1. To commit and contribute matching funds from ADMINISTERING AGENCY resources, which shall be an amount not less than 25 percent of the amount provided by STATE from the State Highway Account.
2. The ADMINISTERING AGENCY's detailed PROJECT Cost Proposal is attached hereto and made an express part of this Agreement. The detailed PROJECT Cost Proposal reflects the provisions and/or regulations of Section III, Article 8, of this Agreement.
3. To use all state funds paid hereunder only for those transportation related PROJECT purposes that conform to Article XIX of the California State Constitution.
4. STATE funds provided to ADMINISTERING AGENCY under this Agreement shall not be used for administrative purposes by ADMINISTERING AGENCY.

5. To develop, in cooperation with STATE, advertise, award, and administer PROJECT contract(s) in accordance with ADMINISTERING AGENCY competitive procurement procedures.
6. Upon award of a contract for PROJECT, to prepare and submit to STATE an original and two signed copies of invoicing for STATE's initial deposit specified in Section I, Article 3. Thereafter, to prepare and submit to STATE an original and two signed copies of progress invoicing for STATE's share of actual expenditures for allowable PROJECT costs.
7. Said invoicing shall evidence the expenditure of ADMINISTERING AGENCY's PROJECT participation in paying not less than 20% of all allowable PROJECT costs and shall contain the information described in Chapter 5 of the Local Assistance Procedures Manual and shall be mailed to the Department of Transportation, Accounting Service Center, MS 33, Local Program Accounting Branch, P.O. Box 942874, Sacramento CA, 94274-0001.
8. Within 60 days after completion of PROJECT work to be reimbursed under this Agreement, to prepare a final invoice reporting all actual eligible costs expended, including all costs paid by ADMINISTERING AGENCY and submit that signed invoice, along with any refund due STATE, to the District Local Assistance Engineer. Backup information submitted with said final invoice shall include all FSP operational contract invoices paid by ADMINISTERING AGENCY to contracted operators included in expenditures billed for to STATE under this Agreement.

#### 9. COST PRINCIPLES

- A) ADMINISTERING AGENCY agrees to comply with, and require all project sponsors to comply with, Office of Management and Budget Circular A-87, Cost Principles for State and Local Government, and 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
- B) ADMINISTERING AGENCY will assure that its Fund recipients will be obligated to agree that (1) Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual PROJECT cost items and (2) those parties shall comply with Federal administrative procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. Every sub-recipient receiving Funds as a contractor or subcontractor under this Agreement shall comply with Federal administrative procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
- C) Any Fund expenditures for costs for which ADMINISTERING AGENCY has received payment or credit that are determined by subsequent audit to be unallowable under Office of Management and Budget Circular A-87, 48 CFR, Chapter 1, Part 31 or 49 CFR, Part 18, are subject to repayment by ADMINISTERING AGENCY to STATE. Should ADMINISTERING AGENCY fail to reimburse Fund moneys due STATE within 30 days of demand, or within such other period as may be agreed in writing between the Parties hereto, STATE is authorized to intercept and withhold future payments due ADMINISTERING AGENCY from STATE or any third-party source, including, but not limited to, the State Treasurer, the State Controller and the California Transportation Commission.

## 10. THIRD PARTY CONTRACTING

A) ADMINISTERING AGENCY shall not award a construction contract over \$10,000 or other contracts over \$25,000 [excluding professional service contracts of the type which are required to be procured in accordance with Government Code Sections 4525 (d), (e), and (f)] on the basis of a noncompetitive negotiation for work to be performed using Funds without the prior written approval of STATE.

B) Any subcontract or agreement entered into by ADMINISTERING AGENCY as a result of disbursing Funds received pursuant to this Agreement shall contain all of the fiscal provisions of this Agreement; and shall mandate that travel and per diem reimbursements and third-party contract reimbursements to subcontractors will be allowable as project costs only after those costs are incurred and paid for by the subcontractors.

C) In addition to the above, the preaward requirements of third party contractor/consultants with ADMINISTERING AGENCY should be consistent with Local Program Procedures as published by STATE.

## 11. ACCOUNTING SYSTEM

ADMINISTERING AGENCY, its contractors and subcontractors shall establish and maintain an accounting system and records that properly accumulate and segregate Fund expenditures by line item. The accounting system of ADMINISTERING AGENCY, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices.

## 12. RIGHT TO AUDIT

For the purpose of determining compliance with this Agreement and other matters connected with the performance of ADMINISTERING AGENCY's contracts with third parties, ADMINISTERING AGENCY, ADMINISTERING AGENCY's contractors and subcontractors and STATE shall each maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts. All of the above referenced parties shall make such materials available at their respective offices at all reasonable times for three years from the date of final payment of Funds to ADMINISTERING AGENCY. STATE, the California State Auditor, or any duly authorized representative of STATE or the United States Department of Transportation, shall each have access to any books, records, and documents that are pertinent for audits, examinations, excerpts, and transactions, and ADMINISTERING AGENCY shall furnish copies thereof if requested.

### 13. TRAVEL AND SUBSISTENCE

Payments to only ADMINISTERING AGENCY for travel and subsistence expenses of ADMINISTERING AGENCY forces and its subcontractors claimed for reimbursement or applied as local match credit shall not exceed rates authorized to be paid exempt non-represented State employees under current State Department of Personnel Administration (DPA) rules. If the rates invoiced are in excess of those authorized DPA rates, then ADMINISTERING AGENCY is responsible for the cost difference and any overpayments shall be reimbursed to STATE on demand.

### 14. SINGLE AUDIT

ADMINISTERING AGENCY agrees to include all state (Funds) and federal funded projects in the schedule of projects to be examined in ADMINISTERING AGENCY's annual audit and in the schedule of projects to be examined under its single audit prepared in accordance with Office of Management and Budget Circular A-133.

## SECTION III

### IT IS MUTUALLY AGREED:

1. All obligations of STATE under the terms of this Agreement are subject to the appropriation of resources by the Legislature and the encumbrance of funds under this Agreement. Funding and reimbursement is available only upon the passage of the State Budget Act containing these STATE funds. The starting date of eligible reimbursable activities shall be JULY 1, 2009.
2. All obligations of ADMINISTERING AGENCY under the terms of this Agreement are subject to authorization and allocation of resources by ADMINISTERING AGENCY.
3. ADMINISTERING AGENCY and STATE shall jointly define the initial FSP program as well as the appropriate level of FSP funding recommendations and scope of service and equipment required to provide and manage the FSP program. No changes shall be made in these unless mutually agreed to in writing by the parties to this Agreement.
4. Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not parties to this Agreement or affect the legal liability of either party to this Agreement by imposing any standard of care with respect to the maintenance of State highways different from the standard of care imposed by law.
5. Neither STATE nor any officer or employee thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by ADMINISTERING AGENCY under or in connection with any work, authority or jurisdiction delegated to ADMINISTERING AGENCY under this Agreement. It is understood and agreed that pursuant to Government Code Section 895.4, ADMINISTERING AGENCY shall fully defend, indemnify, and save harmless the State of California, its officers and employees from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined in Government Code Section 810.8) occurring by reason of anything done or omitted to be done by ADMINISTERING AGENCY under or in connection with any work, authority or jurisdiction delegated to ADMINISTERING AGENCY under this Agreement.

6. Neither ADMINISTERING AGENCY nor any officer or employee thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by STATE under or in connection with any work, authority or jurisdiction delegated to STATE under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, STATE shall fully defend, indemnify and save harmless ADMINISTERING AGENCY, its officers and employees from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined in Government Code Section 810.8) occurring by reason of anything done or omitted to be done by STATE under or in connection with any work, authority or jurisdiction delegated to STATE under this Agreement.

7. ADMINISTERING AGENCY will maintain an inventory of all non-expendable PROJECT equipment, defined as having a useful life of at least two years and an acquisition cost of \$500 or more, paid for with PROJECT funds. At the conclusion of this Agreement, ADMINISTERING AGENCY may either keep such equipment and credit STATE its share of equipment's fair market value or sell such equipment at the best price obtainable at a public or private sale (in accordance with established STATE procedures) and reimburse STATE its proportional share of the sale price.

8. ADMINISTERING AGENCY and its sub-contractors will comply with all applicable Federal and State laws and regulations, including but not limited to, Office of Management and Budget Circular A-97, Cost Principles for State and Local Governments (49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments).

9. In the event that ADMINISTERING AGENCY fails to operate the PROJECT commenced and reimbursed under this Agreement in accordance with the terms of this Agreement or fails to comply with applicable Federal and State laws and regulations, STATE reserves the right to terminate funding for PROJECT, or portions thereof, upon written notice to ADMINISTERING AGENCY.

10. This Agreement shall terminate on June 30, 2011. However, the non-expendable equipment and liability clauses shall remain in effect until terminated or modified in writing by mutual agreement.

STATE OF CALIFORNIA

SAN BERNARDINO ASSOCIATED GOVERNMENTS

Department of Transportation

By: \_\_\_\_\_

By: \_\_\_\_\_

Office of Project Implementation, South  
Division of Local Assistance

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

# **DISCUSSION ITEMS**





- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority  
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

## *Minute Action*

AGENDA ITEM: 17

**Date:** January 6, 2010

**Subject:** Notice of Appointments, City Selection Committee and Policy Committee  
Caucuses

**Recommendation:\*** 1) Note Presidential re-appointment of Kelly Chastain, City of Colton, and John Pomierski, City of Upland to the Commuter Rail and Transit Committee.

2) Note the date of the upcoming City Selection Committee elections on March 3, 2010 and the call for candidates for officers of the City Selection Committee and for members of the San Bernardino County Local Agency Formation Commission (LAFCO). The last day for candidates to provide their letter of interest is January 29, 2010.

3) Conduct a caucus of the East Valley, West Valley, and Mountain/Desert city representatives to select members to serve on the Administrative and the Plans and Programs policy committees.

**Background:** **Committee Appointments** - In accordance with SANBAG Policy 10001, the SANBAG President is authorized to appoint members of the Board of Directors to the SANBAG Commuter Rail and Transit Committee. All Presidential appointments are announced at the SANBAG Board of Directors meeting immediately following the appointments for the purpose of advising the Board of Directors of the status of SANBAG committee membership and representation.

\*

*Approved*  
*Board of Directors*

*Date:* \_\_\_\_\_

*Moved:* \_\_\_\_\_ *Second:* \_\_\_\_\_

*In Favor:* \_\_\_\_\_ *Opposed:* \_\_\_\_\_ *Abstained:* \_\_\_\_\_

*Witnessed:* \_\_\_\_\_

Board President Paul Eaton has reappointed Kelly Chastain, City of Colton and John Pomierski, City of Upland to the SANBAG Commuter Rail and Transit Committee for terms expiring December 31, 2011.

**City Selection Committee** – The terms of the Chair and Vice Chair of the City Selection Committee as well as the terms of one City Primary Member and the City Alternate Member to LAFCO are expiring. The City Selection Committee is established by the California Government Code for the purpose of selecting members of the cities within each county to serve on specified bodies.

The City Selection Committee consists of the Mayor of each City within San Bernardino County. A Mayor may designate an alternate member of the City Council to vote at the City Selection Committee meeting by providing that Council member with a written designation signed by the Mayor and filed with the Clerk of the Board of Supervisors.

This year, the City Selection Committee will select the Chair and Vice Chair of the Committee. Only Mayors are eligible to serve as Chair or Vice Chair of the Committee. The incumbents are Chair Paul Eaton, City of Montclair and Vice Chair Pat Morris, City of San Bernardino.

This year, the Committee will also select a Primary and an Alternate City Member for LAFCO. LAFCO is responsible for approving municipal and district boundaries that encourage orderly government boundaries based upon local circumstances and conditions. Mayors or City Council members are eligible to serve on LAFCO. The current City representation on LAFCO is as follows:

Position	Incumbent	Term Expires
<b>Primary Member</b>	Mark Nuaimi City of Fontana	May 2012
<b>Primary Member</b>	Larry McCallon City of Highland	May 2010
<b>Alternate Member</b>	Diane Williams City of Rancho Cucamonga	May 2010

Council members or Mayors who are interested in serving in these positions should submit a letter of interest and statement of qualifications to the Clerk of the Board of Supervisors by Friday, January 29, 2010. Candidate materials will then be forwarded to all City Managers, City Clerks and Mayors to be distributed to all City Council members. The City Selection Committee will meet after the SANBAG Board Meeting on March 3, 2010.

**City Caucuses** - Terms of appointment for a number of members on the Administrative Committee and Plans and Program Committee expired on December 31, 2009. The East Valley, West Valley, and Mountain/Desert caucuses of SANBAG city representatives will confer during the meeting to select individuals to serve on committees for terms indicated in the table below.

COMMITTEE	VACANCY (Previously held by)	TERM
<b>East Valley</b>		
Administrative Committee	(Pat Morris, San Bernardino)	12/31/2011
Plans & Programs Committee	(Bea Cortes, Grand Terrace)	12/31/2011
<b>West Valley</b>		
Administrative Committee	(Gwenn Norton-Perry, Chino Hills)	12/31/2011
Plans & Programs Committee	(Mark Nuaimi, Fontana) (Diane Williams, Rancho Cucamonga)	12/31/2011 12/31/2011
<b>Mountain/Desert</b>		
Administrative Committee	(Rick Roelle, Apple Valley)	12/31/2011
Plans & Programs Committee	(Bill Jahn, Big Bear Lake)	12/31/2010

**Financial Impact:** This item has no direct impact upon the adopted SANBAG budget. Participation by SANBAG representatives on policy committees provides for implementation and funding of programs and projects which serve the best interests of San Bernardino County. Staff support of these activities is budgeted in Tasks Nos.10410000 and ISF10.

**Reviewed By:** This item has had no prior policy committee review.

**Responsible Staff:** Duane A. Baker, Director of Management Services



- 
- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority  
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies
- 

## *Minute Action*

AGENDA ITEM: 18

**Date:** January 6, 2010

**Subject:** Federal Report on Fiscal Year 2010 Transportation Appropriations

**Recommendation:**\* Receive report by Steve Palmer of Van Scoyoc Associates regarding FY 10 appropriations for the SANBAG region and a general update on Congressional activities.

**Background:** SANBAG's Washington, D.C. lobbyist, Steve Palmer of Van Scoyoc Associates will deliver a verbal report on the myriad legislative activities impacting transportation funding over the last several weeks. In addition to the final passage of the Fiscal Year (FY) 2010 Transportation, Housing and Urban Development Appropriations Act (THUD), the House of Representatives passed the Jobs for Mainstreet Act of 2010 which contains over \$37 billion for transportation. Additionally, the Department of Defense Appropriations Act for FY 2010 included a two-month extension of the current federal transportation program, again delaying SAFETEA-LU reauthorization. Mr. Palmer will provide input on what these developments may mean for SANBAG heading into 2010.

Per direction from the Board, throughout 2009 SANBAG advocated for projects to be included in the THUD appropriations bill. The purpose of this agenda item is to report to the Board that the THUD appropriations bill was adopted by

---

*Approved*  
*Board of Directors*

*Date:* \_\_\_\_\_

*Moved:*

*Second:*

*In Favor:*

*Opposed:*

*Abstained:*

*Witnessed:* \_\_\_\_\_

Congress, which will provide \$40,320,000 for the region, of which is being allocated for \$36,870,000 for transportation projects submitted by SANBAG. The funding appropriated for SANBAG projects includes an advance small starts earmark of \$32.27 million for the sbX Bus Rapid Transit project. Also, the THUD bill included \$50 million for a nationally competitive grant program for Positive Train Control.

***FY 2010 THUD Appropriations Update***

During the final weeks of December, the House approved their FY 2010 THUD Appropriations bill (H.R. 3288) by a roll call vote of 221-202. The legislation provided approximately \$77 billion for U.S. Department of Transportation (USDOT), including \$42.8 billion for highways and \$10.7 billion for mass transit, which also includes \$2.5 billion for the President's High Speed Rail Initiative (HSR). The bill provided a one percent spending increase for highways and a 3.8 percent spending increase for transit from FY 2009 funding levels.

With regards to the funding for sbX, the appropriation for sbX is provided as an authorized New/Small Starts project. The Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU) stipulates that appropriations for a given New/Small Starts cannot exceed \$75 million. The FY 10 THUD Appropriations bill provides funding for sbX in advance to the schedule outlined in SAFETEA-LU; advancing the funding schedule does not permit New/Small Start funding in excess of \$75 million.

For the SANBAG region, the projects listed in Attachment #1 were adopted by the House for inclusion in THUD Appropriations bill. Please note that the House action to support these projects does not equate to assurance that funding will be provided; funding is subject to approval by the Senate and Presidential approval.

- Financial Impact:*** Item is consistent with the Fiscal Year 09/10 Budget. TN 50310000.
- Reviewed By:*** This item has had no prior SANBAG policy committee review.
- Responsible Staff:*** Jennifer Franco, Director of Intergovernmental and Legislative Affairs

**SAN BERNARDINO COUNTY DELEGATION TRANSPORTATION EARMARKS  
Transportation/THUD Consolidated Appropriations Act of 2010**

*San Bernardino Associated Governments (SANBAG) projects are highlighted*

Requester(s)	Project Description	Program	Amount
<i>Baca</i>	<i>Cherry Avenue/ I-10 Interchange</i>	<i>FHWA Interstate Maintenance</i>	<i>\$750,000</i>
<i>Baca/Miller/President</i>	<i>E Street Corridor, sbX Bus Rapid Transit</i>	<i>FTA Small Starts</i>	<i>\$32,370,000</i>
Baca	I-10 at Grove Avenue and Fourth Street Interchange and Grove Avenue Corridor	FHWA Interstate Maintenance	\$950,000
<i>Dreier/Feinstein</i>	<i>I-15/Devore Interchange Improvements</i>	<i>FHWA Public Lands</i>	<i>\$2,000,000</i>
<i>Dreier</i>	<i>I-15 Base Line Road Interchange Improvements, Rancho Cucamonga</i>	<i>FHWA Interstate Maintenance</i>	<i>\$750,000</i>
<i>Lewis</i>	<i>Needles Highway</i>	<i>FHWA Public Land</i>	<i>\$1,000,000</i>
Lewis	Ranchero Road Corridor Project*	FHWA Interstate Maintenance	\$1,000,000
Lewis	Yucca Loma Bridge/I-15 Congestion Relief Project	Surface Transportation Priorities	\$750,000
Lewis	I-215/University Parkway Interchange in San Bernardino	Interstate Maintenance	\$750,000

\* SANBAG requested funding for the I-15/Ranchero Road Interchange, which is part of the Ranchero Road Corridor Project.

SCAG is also the recipient agency of a member request for \$1,349,000 from Senator Feinstein and Congressman Dreier and Chu for Alameda Corridor East Grade Separations. Funding will be programmed for "shovel ready" projects in consultation with SCAG member agencies.

Additionally, the FY 10 THUD Appropriations bill includes a \$50 million nationally competitive grant for Positive Train Control.

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority  
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

## *Minute Action*

AGENDA ITEM: 19

**Date:** January 6, 2010

**Subject:** Perspectives on SB375 Implementation from the Southern California Association of Governments (SCAG)

**Recommendation:\*** Receive presentation by Hasan Ikhata, SCAG Executive Director

**Background:** On December 2, 2009, the SANBAG Board of Directors approved collaboration with SCAG to prepare the regional Sustainable Communities Strategy (SCS), a new element of the Regional Transportation Plan (RTP) required by the passage of SB 375 (Steinberg) in 2008. SCAG, as the Metropolitan Planning Organization for the six-county Region, is responsible for preparation of both the regional SCS and the RTP as a whole. However, legislative provisions specific to this Region allow for delegation of responsibility for preparation and submission to SCAG of subregional SCS's by subregional agencies for incorporation into the regional SCS. Most subregions, like SANBAG, are opting for a collaborative partnership with SCAG in preparation of the SCS rather than acceptance of delegation and its associated resource issues and costs, analytical challenges, and liability concerns.

Although much of the discussion and controversy over SB 375 to date has centered on greenhouse gas emission reduction targets, strategies, and analytical methods, SB 375 can also be viewed as an opportunity to ensure that the influence of demographic trends, energy availability and cost, air quality, the demand for mobility, and other market forces and resource issues are integrated into the land use and housing, economic, and transportation planning for our region. In

*Approved*  
*Board of Directors*

*Date:* \_\_\_\_\_

*Moved:*

*Second:*

*In Favor:*

*Opposed:*

*Abstained:*

*Witnessed:* \_\_\_\_\_

combination with SCAG's elected leadership, Mr. Ikhata has engaged in extensive dialogue on SB 375 with regional leaders from both the public and private sectors, as well as counterparts throughout the state, including a meeting of SCAG's Regional Council with the Speaker of the Assembly, two former governors, the Chair of the California Air Resources Board, representatives from Southern California Leadership Council, the Global Land Use and Economic Council, and the San Diego Association of Governments on December 3, 2009.

Mr. Ikhata will offer his perspective on the significance of SB 375, and issues and opportunities associated with its implementation in the Southern California Region over the next several years. Members of the Board of Directors are encouraged to take this opportunity to interact with Mr. Ikhata and other members of SANBAG's delegation to SCAG on these issues. City Managers and Planning Directors from SANBAG member jurisdictions have also been invited to attend.

**Financial Impact:** Collaboration with SCAG in meeting regional SCS requirements is consistent with the approved Fiscal Year 2009-2010 Budget, Task Nos. 11010000 and 11210000.

**Reviewed By:** This item has not had prior policy committee review.

**Responsible Staff:** Ty Schuiling, Director, Planning and Programming